



# ADAMS COUNTY

**COLORADO**

BOARD OF COUNTY COMMISSIONERS

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## STUDY SESSION AGENDA TUESDAY October 20, 2015

*STUDY SESSION WILL BEGIN APPROXIMATELY 15 MINUTES AFTER CONCLUSION OF  
PUBLIC HEARING.*

*ALL TIMES LISTED ON THIS AGENDA ARE SUBJECT TO CHANGE.*

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<b>11:00 A.M.</b>	<b>ATTENDEE(S):</b>	<b>Shannon McDowell / Open Space Advisory Board</b>
	<b>ITEM:</b>	<b>2015 Open Space Grant Award Recommendations</b>
<b>11:30 A.M.</b>	<b>ATTENDEE(S):</b>	<b>Norman Wright</b>
	<b>ITEM:</b>	<b>2015/2016 ESG Funding Recommendations and Amendment One</b>
<b>12:00 P.M.</b>	<b>ATTENDEE(S):</b>	<b>Jeff Maxwell / Norman Wright / Jeanne Shreve</b>
	<b>ITEM:</b>	<b>Traffic Impact Fees</b>
<b>12:30 P.M.</b>	<b>ATTENDEE(S):</b>	<b>Norman Wright</b>
	<b>ITEM:</b>	<b>COGCC Stakeholder Meetings &amp; Policy Recommendations</b>
<b>1:00 P.M.</b>	<b>ATTENDEE(S):</b>	<b>Heidi Miller</b>
	<b>ITEM:</b>	<b>Executive Session pursuant to C.R.S. 24-6-402(4)(b) for the purpose of receiving legal advice on the Clear Creek Transit Village request to approve a revised preliminary development plan and major subdivision</b>
<b>1:30 P.M.</b>	<b>ATTENDEE(S):</b>	<b>Todd Leopold</b>
	<b>ITEM:</b>	<b>Administration Item Review / Commissioner Communications</b>

**(AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE)**

\*\*\*AGENDA IS SUBJECT TO CHANGE\*\*\*



## STUDY SESSION AGENDA ITEM

<b>DATE:</b> October 20, 2015
<b>SUBJECT:</b> Open Space Sales Tax grant award recommendations
<b>FROM:</b> Nathan Mosley, Parks and Open Space Director, Shannon McDowell, and Renee Petersen
<b>AGENCY/DEPARTMENT:</b> Parks and Open Space
<b>ATTENDEES:</b> Nathan Mosley, Shannon McDowell, Renee Petersen, Open Space Advisory Board members
<b>PURPOSE OF ITEM:</b> Present the Open Space Advisory Board's recommendations to the Board of County Commissioners to understand whether there is concurrence prior to presenting awards in public hearing.
<b>STAFF RECOMMENDATION:</b> That the Board of County Commissioners accepts the Open Space Advisory Board's recommendations for funding

### **BACKGROUND:**

On August 3, 2015, the Open Space Program received twenty-four grant applications, including thirteen passive grant applications, four active grant applications, and seven mini-grant applications. The total amount requested was \$5,394,510 which included \$3,423,260 for passive projects, \$1,940,300 for active projects, and \$30,950 for mini-grants. The total amount available for distribution was \$5,015,252.20, but there were also limitations on the amount of active funding that could be allocated. At the conclusion of the Spring 2015 grant cycle, the Open Space Advisory Board had allocated 29.49% of all funds toward active uses. Resolution 99-1 limits grant program spending to 28% of revenues over the lifetime of the program. Through discussions with the Open Space Advisory Board and the applicants, we created a plan to correct this overspend on active uses and bring the program back into compliance with Resolution 99-1. The overspend totaled approximately \$1.5 million, about one grant cycle's active funding allocation. As a group, we decided to spend less on active projects for the next three grant cycles (Fall 2015, Spring 2016, and Fall 2016) to lower active use spending to 28%. For the Fall 2015 grant cycle, the total amount available for distribution to active projects was \$914,905.88.

The Open Space Advisory Board (OSAB) recommended full funding of twenty-one grant applications, partial funding for one of the grant applications, and no funding for two of the grant applications. Hyland Hills' Destination Playground at Clear Creek Valley Park was awarded partial funding and received the active funds remaining after higher ranking projects were awarded funding. The only applications not recommended for funding were the City of Aurora Moorhead Recreation Center Construction and the Town of Bennett Open Space Mower. Due to the limited active funding available this grant cycle, the Recreation Center was such a significant grant request and the lowest ranked project, and is therefore not recommended for funded. The other project not recommended for funding was the Town of Bennett Open Space Mower request. Overall, the OSAB felt that the mower was not the best use of their limited active funds. In all, the OSAB is recommending funding in the amount of \$4,359,115.88.

If the Board of County Commissioners follows the OSAB's recommendations, there will be a balance of \$656,136.32 available. The recommended funding decreases the level of overall active funding from 29.49% to 28.93%.

Detailed information about each grant and the OSAB's recommendations are below. The projects are listed according to their ranking, with mini-grants listed first.

**Mini Grant: Honeybee Habitat Protection Project- City of Northglenn**

*Project Summary:* This project involves construction of split rail fencing around trees at EB Rains Jr Memorial Park and Hugh Danahy Park. These trees contain honeybee hives that are a potential hazard for park users. The project also involves the addition of educational signs to be posted at the hive locations providing information on the importance of bee habitat protection. EB Rains Jr Memorial Park is located at 117<sup>th</sup> Avenue and Community Center Drive and Hugh Danahy Park is located at Roseanna Drive and Livingston Drive.

*Type:* Passive

*Grant Request:* 50% of the total project costs, up to \$3,500

*Previous Grant Request:*  Yes  No

*OSAB Recommendation:* Full funding, \$3,500

*OSAB Vote:* Motion for full funding passed 7-0

*OSAB Comments:* None.

**Mini Grant: Gate Replacement at the Intersection of 88<sup>th</sup> Ave and Buckley Road- Rocky Mountain Arsenal National Wildlife Refuge (Sponsored by Commerce City)**

*Project Summary:* This project will replace a gate, fencing and signage that have been destroyed where Denver, Commerce City, and the Rocky Mountain Arsenal meet. The Rocky Mountain Arsenal is located at 6550 Gateway Road.

*Type:* Passive

*Grant Request:* 50.4% of the total project costs, up to \$3,550

*Previous Grant Request:*  Yes  No

*OSAB Recommendation:* Full funding, \$3,550

*OSAB Vote:* Motion for full funding passed 6-1, Strider dissenting

*OSAB Comments:* None.

**Mini Grant: High School Seniors Beautification Project in Brighton Park- City of Brighton**

*Project Summary:* This project is focused on enhancing the Brighton Park through the use of high school senior volunteers. These seniors will plant trees and shrubs in two areas of the hill located at the park. Brighton Park is located at 901 Midland Street.

*Type:* Passive

*Grant Request:* 60% of the total project costs, up to \$3,900

*Previous Grant Request:*  Yes  No

*OSAB Recommendation:* Full funding, \$3,900

*OSAB Vote:* Motion for full funding passed 7-0

*OSAB Comments:* None.

**Mini-Grant: Community Park- Site Furnishings Project- Strasburg Metro Parks & Recreation District (Sponsored by Adams County)**

*Project Summary:* The purpose of this project is to add and replace site furnishings at Community Park. This includes the purchase, assembly and installation of essential amenities including trash receptacles, benches, picnic tables, and dog waste stations. Community Park is located at 1852 Wagner Street.

*Type:* Passive

*Grant Request:* 56.5% of the total project costs, up to \$5,000

*Previous Grant Request:*  Yes  No

*OSAB Recommendation:* Full funding, \$5,000

*OSAB Vote:* Motion for full funding passed 7-0

*OSAB Comments:* None.

**Mini-Grant: Twin Lakes Park Mile High Youth Corps Russian Olive Removal Project- Adams County Parks & Open Space**

**Project Summary:** This project proposes to hire the Mile High Youth Corps (MHYC): Sawyer Crew to aid in the removal of the invasive Russian Olive on open space; publicly-owned lands in Adams County. This grant will help fund the use of the MHYC for one week with a wood chipper. Twin Lakes Park is located at 200 West 70<sup>th</sup> Avenue.

**Type:** Passive

**Grant Request:** 50% of the total project costs, up to \$5,000

**Previous Grant Request:**  Yes  No

**OSAB Recommendation:** Full funding, \$5,000

**OSAB Vote:** Motion for full funding passed 7-0

**OSAB Comments:** None.

**Mini-Grant: New Open Space Mower- Town of Bennett**

**Project Summary:** This grant will fund the purchase of a new mower for the Town of Bennett. Staff estimates that a newer mower will help save them 15-20 hours a week. The mower will be used throughout the Town of Bennett.

**Type:** Active

**Grant Request:** 53.8% of the total project costs, up to \$5,000

**Previous Grant Request:**  Yes  No

**OSAB Recommendation:** No funding, \$0

**OSAB Vote:** Motion for no funding passed 4-3, Morris, Dowling, and Dunn dissenting

**OSAB Comments:** None.

**Mini-Grant: Outdoor Signage Project- Bennett Park & Recreation District (Sponsored by Adams County)**

**Project Summary:** This grant will fund the purchase and installation of an LED scrolling sign for the front of the building. The sign will inform the community of events and what is being offered. The Bennett Park & Recreation District is located at 455 South First Street.

**Type:** Active

**Grant Request:** 41.7% of the total project costs, up to \$5,000

**Previous Grant Request:**  Yes  No

**OSAB Recommendation:** Full funding, \$5,000

**OSAB Vote:** Motion for full funding passed 6-1, Rudden dissenting

**OSAB Comments:** None.

**Star K North Building Demolition & Site Restoration Project- City of Aurora**

**Project Summary:** This project will extend open space lands by demolishing the old Emilene's Steak House building and restoring the parcel with native vegetation. This will also extend the parking lot for the Morrison Nature Center. Star K Ranch is located at 16000 Smith Road.

**Type:** Passive

**Grant Request:** 50% of the total project costs, up to \$47,500

**Previous Grant Request:**  Yes  No

**OSAB Recommendation:** Full funding, \$47,500

**OSAB Vote:** Motion for full funding passed 7-0

**OSAB Comments:**

- Removal of the building will create a complete open parcel that is safely available.
- Star K represents what open space should be. Expanding the property will bring rewards to those individuals that visit this wildlife area.

**Northwest Open Space Renovation Design Services- City of Northglenn**

**Project Summary:** This project includes design to the passive use improvements at Northwest Open Space, the city's largest athletic field complex. The design phase will include public input, a use assessment, and identification of appropriate locations for new or upgraded amenities, which include

permanent restrooms, parking lot improvements, replacing the asphalt trails with concrete, a concession stand, permanent storage and shaded seating. The design process will also address electrical, water and sewer access, as well as provide an accurate construction estimate, final construction drawings and complete project specifications. Northwest Open Space is located at West 112<sup>th</sup> Avenue and Ranch Drive.

*Type:* Passive

*Grant Request:* 50% of the total project costs, up to \$120,000

*Previous Grant Request:*  Yes  No

*OSAB Recommendation:* Full funding, \$120,000

*OSAB Vote:* Motion for full funding passed 7-0

*OSAB Comments:*

- The survey mentioned is outdated and support is low.
- This is a busy park that can greatly benefit from improvements to help people access parking, restrooms, concession areas, as well as trails.
- Northwest Open Space is a high use area and upgrades are necessary to ensure the area continues to meet the needs of the community.

### **Ken Mitchell Open Space Entrance Property Acquisition Project- City of Brighton**

*Project Summary:* The City of Brighton plans to acquire 14.1 acres, located within the South Platte River corridor adjacent to Brighton Road. This property will be the future entrance for the 700 acre Ken Mitchell Open Space and access point to the Colorado Front Range Trail. The future entrance property is located at Brighton Road north of Scott Drive.

*Type:* Passive

*Grant Request:* 47.1% of the total project costs, up to \$246,250

*Previous Grant Request:*  Yes  No

*OSAB Recommendation:* Full funding, \$246,250

*OSAB Vote:* Motion for full funding passed 7-0

*OSAB Comments:*

- This will help create the main entrance into a major resource area.
- Great opportunity to purchase land that will be the entrance for a very important park, open space, and trail that helps complete the Colorado Front Range Trail system within the City of Brighton.
- The farm house on the property is an added bonus as it brings history to the property.

### **Commerce City Neighborhood Parks Project- City of Commerce City**

*Project Summary:* The City of Commerce City plans to design and construct two neighborhood parks, one at Turnberry Park and another at the Villages at Buffalo Run East Park. Both parks will include a perimeter path, open play fields, a playground, a picnic area with a large shelter, a multi-use hard court and a restroom. Turnberry Park is located at 10725 Wheeling Street and Villages at Buffalo Run East Park is located at 11698 Chambers Road.

*Type:* Passive

*Grant Request:* 10.3% of the total project costs, up to \$300,000

*Previous Grant Request:*  Yes  No

*OSAB Recommendation:* Full funding, \$300,000

*OSAB Vote:* Motion for full funding passed 7-0

*OSAB Comments:*

- I feel it is important to contribute as these parks allow access for the community to enjoy a walking path, picnic area and grass area for games.
- Significant matching funds make this a rewarding project.
- Having a theme for each park voted upon by community users of the park is a positive and engaging way to inform people about their park.

### **Sand Creek Open Space Remediation Phase I- City of Commerce City**

*Project Summary:* The City of Commerce City plans to focus on remediation of the 20 acre property formerly known as the Weaver property to the standards of the Colorado Department of Public Health and the Environment as well as the Environmental Protection Agency. Commerce City would like to restore

the property as closely as possible to the original state as wildlife habitat and open space. Sand Creek Open Space is located at 64<sup>th</sup> Avenue and I-270.

*Type:* Passive

*Grant Request:* 23.1% of the total project costs, up to \$450,000

*Previous Grant Request:*  Yes  No

*OSAB Recommendation:* Full funding, \$450,000

*OSAB Vote:* Motion for full funding passed 7-0

*OSAB Comments:*

- Good funding leverage to clean up the parcel.
- Environmental remediation of these properties is a necessary step to returning the property to a more natural state and to secure, as safe as possible, toxic materials exposure to people, wildlife, air, and water.

#### **Clear Creek Recreation Master Plan- Adams County Parks & Open Space**

*Project Summary:* Adams County desires to create a master plan for the Clear Creek Trail. This will provide the framework for identifying issues and community preferences in an effort to improve trail facilities, recreational opportunities and environmental conditions. The Clear Creek Trail is located between Sheridan Boulevard and confluence with the South Platte River.

*Type:* Passive

*Grant Request:* 70% of the total project costs, up to \$70,000

*Previous Grant Request:*  Yes  No

*OSAB Recommendation:* Full funding, \$70,000

*OSAB Vote:* Motion for full funding passed 7-0

*OSAB Comments:*

- Few support letters were provided for the contemplated scope.
- With the coming of light rail to the north part of the metro area, a good trail system becomes even more important. This is another step to enhance that system.
- Clear Creek is a major waterway through western Adams County that is in great need of evaluation and planning for remediation, recreation, water quality & quantity improvements.

#### **Fox Run Open Space Renovation- City of Northglenn**

*Project Summary:* This renovation of the Fox Run Open Space will include the restoration of existing trails, improvement to the trails in order to prevent future washout, and the addition of new benches. The project also includes partnering with the Rocky Mountain Bird Observatory for enhancement of the wildlife habitat, through the replacement of trees and adding nesting boxes. Fox Run Open Space is located at 109<sup>th</sup> and Fox Run Parkway.

*Type:* Passive

*Grant Request:* 68% of the total project costs, up to \$94,355

*Previous Grant Request:*  Yes  No

*OSAB Recommendation:* Full funding, \$94,355

*OSAB Vote:* Motion for full funding passed 7-0

*OSAB Comments:*

- Few support letters provided.
- This will re-establish vegetation to improve wildlife habitat for nesting birds and pollinators, e.g. butterflies, and bees. The trail systems will be an improvement with better drainage, crusher fines for walkers, and concrete trails for bikers.
- The current trails are in need of restoration and improvement. Replacement of trees will provide habitat for a variety of birds, and shade for the area.

#### **Trail Connections & Concrete Safety Project- City of Thornton**

*Project Summary:* The City of Thornton is requesting funding for the design and construction of new trail connections, design and construction of Heritage Trail amenities, design of wayfinding trail signage along primary corridor networks, replacement of safety hazard concrete and conversion of an unsafe asphalt tennis court to concrete. The project includes a total of 3.4 miles of new trail. These sites are located throughout the City of Thornton.

*Type:* Passive

*Grant Request:* 65% of the total project costs, up to \$620,712

*Previous Grant Request:*  Yes  No

*OSAB Recommendation:* Full funding, \$620,712

*OSAB Vote:* Motion for full funding passed 7-0

*OSAB Comments:*

- It is difficult to approve the project with so many different trail segments involved.
- The project will improve concrete trail safety near some schools; establish trail connections for people getting to and from Fast Track Stations; and resurface an older tennis court.

**LongsView Trail Project- City of Westminster**

*Project Summary:* The City of Westminster requests support for the construction of three new segments and upgrade to one existing segment of the Big Dry Creek Trail. The project also includes the enhancement of natural resources within the open space areas. Big Dry Creek is located at 1700 West 128<sup>th</sup> Avenue.

*Type:* Passive

*Grant Request:* 65.9% of the total project costs, up to \$1,100,000

*Previous Grant Request:*  Yes  No

*OSAB Recommendation:* Full funding, \$1,100,000

*OSAB Vote:* Motion for full funding passed 7-0

*OSAB Comments:*

- While some of the components may be able to wait for funding, safety is a critical concern in some aspects.
- Completing trails through Adams County is critical to changing modes of transportation.

**Little Dry Creek Park Acquisition and Demolition Project- City of Westminster**

*Project Summary:* The City of Westminster is requesting support for the acquisition of one property and the removal of structures to allow for the construction of Creekside Drive and other improvements associated with the 35 acre Little Dry Creek Park. The acquisition and demolition of the structures will allow for a safer, more visible access point from Lowell Boulevard into the park area. Westminster also plans to construct a play area and a xeriscape garden to the North of Creekside Drive where the houses are currently located. The acquisition is located at 6950 Lowell Boulevard.

*Type:* Active

*Grant Request:* 58% of the total project costs, up to \$290,000

*Previous Grant Request:*  Yes  No

*OSAB Recommendation:* Full funding, \$290,000

*OSAB Vote:* Motion for full funding passed 7-0

*OSAB Comments:*

- Need for urgency as it is blocking development of main entry into the entire project.
- Nearly minimum leverage.
- As a result of the property already being purchased, I would discount strategic partners.
- This project will improve visibility to the public and enhance the surrounding area.
- The removal of structures will allow for a safer access route from Lowell Blvd into the park area.

**Wildflower Enhancement for Pollinators Project- Rocky Mountain Arsenal National Wildlife Refuge (Sponsored by Adams County)**

*Project Summary:* The Rocky Mountain Arsenal National Wildlife Refuge is requesting funding to plant native wildflower seeds along a portion of the outside perimeter fencing and trails. These flowering plants are important to native pollinating insects for survival as well as for public enjoyment. The Rocky Mountain Arsenal is located at 6550 Gateway Road.

*Type:* Passive

*Grant Request:* 46.1% of the total project costs, up to \$5,000

*Previous Grant Request:*  Yes  No

*OSAB Recommendation:* Full funding, \$5,000

*OSAB Vote:* Motion for full funding passed 7-0

***OSAB Comments:***

- To do this for long term success on any meaningful level, standard practice involves mechanized equipment to prepare the seed bed and drill in the seed. There is enough erosion in the general vicinity that a considerably larger area than is contemplated should be seeded and mulched with wildflowers in the native seed mix. I would favor a larger grant request in the future with the use of larger equipment.
- The project seems labor intensive and much depends on the winds and water for the upcoming growth.
- I strongly support efforts to improve on prairie restoration/remediation at the arsenal area. I also strongly recommend working with Bird Conservancy of the Rockies (formerly Rocky Mountain Bird Observatory) and other grassland ecologists to help ground nesting song birds to become established at the arsenal. Maybe the CO State bird, Lark Bunting, can come back to some of this area as well.

**Master Plan for Phase II Civic Center Park- Town of Bennett**

***Project Summary:*** This project will create a master plan for Phase II of Civic Center Park, which will encompass the 22 acres of sports fields, outdoor facilities, dog park, green area and walking loop. Civic Center Park is located at 375 South 1<sup>st</sup> Street.

***Type:*** Passive

***Grant Request:*** 49.6% of the total project costs, up to \$20,500

***Previous Grant Request:***  Yes  No

***OSAB Recommendation:*** Full funding, \$20,500

***OSAB Vote:*** Motion for full funding passed 7-0

***OSAB Comments:***

- Design standards will address ADA.
- This grant fits well into the City's plans for trails, centralizing community services, and recreation. I would like to see the eastern part of Adams County provide more biking access and planned events to local farmers, birding.
- The town of Bennett has Phase I almost completed. Phase 2 will add 22 acres of sports fields, outdoor facilities, dog park, green area and walking loop. These additional facilities will be an enrichment for the residents of Bennett and surrounding areas.

**Youth Development Park- Boys & Girls Clubs of Metro Denver (Sponsored by City of Commerce City)**

***Project Summary:*** Boys & Girls Clubs of Metro Denver is requesting funding for a new outdoor play space at the new Suncor Boys & Girls Club in Commerce City. The 1.43 acres will include a multi-purpose artificial turf surface and will provide an area for leisure and outdoor organized sports for club members and the community. The Suncor Boys & Girls Club is located at 6201 Holly Street.

***Type:*** Active

***Grant Request:*** 26.7% of the total project costs, up to \$300,300

***Previous Grant Request:***  Yes  No

***OSAB Recommendation:*** Full funding, \$300,300

***OSAB Vote:*** Motion for full funding passed 7-0

***OSAB Comments:***

- The importance of providing activities for the children of this area cannot be over stated. This is a short term investment with a long effect.
- Due to limited active funding I would not consider this project urgent this grant cycle.
- Commerce City, Boys & Girls Club, and other community leaders have worked together to help address some of the difficulties young people face when growing up in poverty. I commend all involved in working to provide recreational, educational, and mentoring programs from which many young people will benefit.



**Environmental Education Campus Design- Westgate Community School (Sponsored by City of Thornton)**

**Project Summary:** This grant request involves hiring a planning, design and construction consultant to create an overall site master plan, gather public input and produce construction bid documentation for the 10 acres of undeveloped land at Westgate Community School. Westgate Community School is located at 12500 Washington Street.

**Type:** Passive

**Grant Request:** 70% of the total project costs, up to \$58,300

**Previous Grant Request:**  Yes  No

**OSAB Recommendation:** Full funding, \$58,300

**OSAB Vote:** Motion for full funding passed 7-0

**OSAB Comments:**

- RTD and other development suggest this is an appropriate step for the overall project.
- The planning process should provide some wildlife enhancement as part of the education programs.
- Enhancing education is an important goal. This type of project will stimulate care and concern for preserving the land around us.
- Having a design developed may help Westgate Community School move to the next step in applying for grants and funding.
- The grant request is for hiring a planning, design and construction consultant. It is not clear once the design is completed where the funds for building and maintaining will be provided.

**Thornton Arts & Culture Center Improvements Project- City of Thornton**

**Project Summary:** The City of Thornton is requesting funding for the construction of a shade structure at the Thornton Arts & Culture Center. This grant will also fund the design and construction of a new ADA access for the front entrance, to include lighting, an ADA door and an expanded landing area for better accessibility. The Thornton Arts & Culture Center is located at 9211 Dorothy Boulevard.

**Type:** Passive

**Grant Request:** 70% of the total project costs, up to \$290,643

**Previous Grant Request:**  Yes  No

**OSAB Recommendation:** Full funding, \$290,643

**OSAB Vote:** Motion for full funding passed 7-0

**OSAB Comments:**

- Minimum leverage and support letters provided but community support is shown by attendance numbers and involvement.
- Accessibility issues will be improved to help make this a more inviting community center entrance and connecting space for indoor and out door cultural activities.
- This is the 2nd request for funding. The building of a gathering place with additional lighting between the buildings will be a safer and more accessible facility for users of the facility.

**Destination Playground at Clear Creek Valley Park- Hyland Hills Park & Recreation District (Sponsored by City of Arvada)**

**Project Summary:** The proposed playground will feature a unique and creative draw to a new community park. It will have an agricultural theme, with a variety of activities to serve a wide range of users. These include the farmhouse play area and a play area picnic garden for 2-5 year olds, as well as a tree house adventure play area for 5-12 year olds. The project also includes a shade shelter, group shelter, pole barn "hay loft", water play area, sculptural entry gateways and unique landscape to highlight the park theme. The Clear Creek Valley Park is located at 5900 Tennyson Street.

**Type:** Active

**Grant Request:** 60% of the total project costs, up to \$350,000

**Previous Grant Request:**  Yes  No

**OSAB Recommendation:** Partial funding, \$319,605.88

**OSAB Vote:** Motion for full funding passed 6-1, Dowling dissenting

**OSAB Comments:**

- This aspect of the park will be a destination for families.

- In order for the project to move forward in a timely manner funding needs to be provided.
- This project is long overdue and needs to be completed.
- The agricultural theme will provide knowledge to children about farming communities. The picnic area will benefit families and friends for social events.

**Moorhead Recreation Construction Project- City of Aurora**

**Project Summary:** The City of Aurora is requesting funding for the construction of the Moorhead Recreation Center Renovation project. The center is planned to be enlarged from 4,500 square feet to approximately 26,000 square feet. The project includes a gymnasium, teen area, multi-purpose rooms, exercise areas, parking improvements, pool repairs, and a new water slide. The recreation center is located at 2390 North Havana Street.

**Type:** Active

**Grant Request:** 8.8% of the total project costs, up to \$1,000,000

**Previous Grant Request:**  Yes  No

**OSAB Recommendation:** No funding, \$0

**OSAB Vote:** Motion for no funding passed 7-0

**OSAB Comments:**

- The building needs are not clearly defined.
- With the high leverage they bring and our situation trying to reach active/passive balance, I would like to see them return next cycle.
- The aquatics repairs are not directly connected to building construction and might be funded separately. The exception is any safety issues.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Open Space Advisory Board, Applicants

**ATTACHED DOCUMENTS:**

Worksheet summarizing grant recommendations  
OSAB meeting minutes from September 23, 2015

**FISCAL IMPACT:**

Either mark X      if there is no fiscal impact or provide the following information for the recommended action:


Fund(s):	28
Cost center(s):	6202
Self-generated / dedicated revenues:	\$
Annual operating costs:	\$
Annual net operating (cost) / income:	\$
Capital costs:	\$4,359,115.88
Expenditure included in approved operating budget:	\$
Expenditure included in approved capital budget:	\$4,359,115.88
New FTEs requested:	0

**APPROVAL SIGNATURES:**

**APPROVAL OF FISCAL IMPACT:**

\_\_\_\_\_  
Todd Leopold, County Manager

  
\_\_\_\_\_  
Budget / Finance

  
\_\_\_\_\_  
Raymond H. Gonzales, Deputy County Manager

\_\_\_\_\_  
Ed Finger, Deputy County Manager

## **Adams County Open Space Advisory Board**

Meeting Minutes

September 23, 2015

5:30 p.m.

Adams County Regional Park

### OSAB Members in Attendance:

Drew Morris

Christy Dowling

Gloria Rudden

Ed Hickel

John Strider

Karen Dunn

Ann Merkel

### Parks & Open Space Staff in Attendance:

Nathan Mosley

Shannon McDowell

Renee Petersen

### County Attorney in Attendance:

Doug Edelstein

### **Introductions**

Mr. Morris called the meeting to order at 5:30 PM. The meeting began with the Pledge of Allegiance. The Open Space Advisory Board members and County staff introduced themselves.

### **Approval of Meeting Minutes from October 23, 2013**

A motion was made by Mr. Hickel and seconded by Ms. Rudden to **Approve the minutes** for the August 26, 2015 meeting. There was one mention of a typo needing correction from the word so to do in matters from board at the end of the first paragraph. The motion passed unanimously.

### **Update on Fund Balance**

Ms. McDowell informed the Board that there is \$5,015,252.20 available to award. Ms. McDowell also noted that the decision to cut back the active funding was determined from 2/3 of the funding from the past six months, allowing \$914,905.88 to be spent on active projects this grant cycle.

### **Question/Answer Period**

Mr. Strider asked the City of Aurora to explain the anticipated schedule for the Moorhead Recreation Center. They replied that they planned to start construction in February 2016 and be moved in by February 2017. Mr. Hickel asked if they did not receive funding if they would be able to resubmit an application the next grant cycle and still continue with the construction. They stated that yes, they would be able to continue construction without the award of funding this grant cycle.

Mr. Morris asked Hyland Hills if they did not receive the full funding if they would still be able to move forward in some capacity and also be able to apply to GOCO. They responded that they would be able to move forward with the project and would also apply to GOCO and anticipated a response from them by next spring.

### **Grant Funding Recommendations**

#### **City of Northglenn- Honeybee Habitat Protection**

A motion was made by Ms. Dowling and seconded by Ms. Rudden to **Approve the request** in the amount of \$3,500. Mr. Strider mentioned that he would have preferred to see the hives relocated but that he was in favor of the project. The motion passed unanimously.

#### **Rocky Mountain Arsenal National Wildlife Refuge- Gate Replacement at the Intersection of 88<sup>th</sup> Avenue & Buckley Road Project**

A motion was made by Ms. Dowling and seconded by Ms. Rudden to **Approve the request** in the amount of \$3,550. The motion passed 6-1, with Mr. Strider opposed.

#### **City of Brighton- High School Seniors Beautification Project in Brighton Park**

A motion was made by Ms. Rudden and seconded by Ms. Merkel to **Approve the request** in the amount of \$3,900. Mr. Strider wondered if any of the trees budgeted for would replace dead trees already on site. Brighton clarified that about six were for replacement. The motion passed unanimously.

#### **Strasburg Metro Parks & Recreation District- Community Park- Site Furnishings Project**

A motion was made by Ms. Rudden and seconded by Ms. Merkel to **Approve the request** in the amount of \$5,000. Mr. Strider stated he was not convinced on the material selected. The motion was passed unanimously.

#### **Adams County Parks & Open Space- Twin Lakes Park Mile High Youth Corps Russian Olive Removal Project**

A motion was made by Ms. Dowling and seconded by Ms. Rudden to **Approve the request** in the amount of \$5,000. The motion passed unanimously with no discussion.

#### **Town of Bennett- New Open Space Mower**

A motion was made by Ms. Rudden and seconded by Mr. Hickle to **Deny the request**. Ms. Dowling commented that they stated it would be more efficient and she felt that if they could run a mower for fewer hours, it would be better for the environment. Ms. Dunn stated that it would not only save time on the mowing, it would also save time that staff spent working on the outdated mower. Ms. Rudden commented that with limited active funding they could better use this money on other projects. Mr. Strider stated he felt it would not go anywhere to fund open space and he felt they needed to figure out how to maintain what they already have. Ms. McDowell wanted to clarify that the resolution does state

maintenance of property as an allowable expense. The motion passed 4-3, with Mr. Morris, Ms. Dowling and Ms. Dunn opposed.

**Bennett Park & Recreation District- Outdoor Signage Project**

A motion was made by Mr. Strider and seconded by Ms. Merkel to **Approve the request** in the amount of \$5,000. The motion passed 6-1, with Ms. Rudden opposed and no discussion.

**City of Aurora- Star K North Building Demolition & Site Restoration Project**

A motion was made by Ms. Dowling and seconded by Mr. Hickel to **Approve the request** in the amount of \$47,500. The motion passed unanimously with no discussion.

**City of Northglenn- Northwest Open Space Renovation Design Services**

A motion was made by Ms. Rudden and seconded by Ms. Merkel to **Approve the request** in the amount of \$120,000. The motion passed unanimously with no discussion.

**City of Brighton- Ken Mitchell Open Space Entrance Property Acquisition**

A motion was made by Ms. Rudden and seconded by Ms. Dunn to **Approve the request** in the amount of \$246,250. Ms. Rudden commented that it was such an admirable thing to preserve so much land. The motion passed unanimously.

**City of Commerce City- Commerce City Neighborhood Parks Project**

A motion was made by Ms. Dowling and seconded by Mr. Hickel to **Approve the request** in the amount of \$300,000. The motion passed unanimously with no discussion.

**City of Commerce City- Sand Creek Open Space Remediation Phase I Project**

A motion was made by Mr. Strider and seconded by Ms. Dowling to **Approve the request** in the amount of \$450,000. Ms. Merkel commented on how great the Sand Creek trail has improved and thanked them for all their work in the area. The motion passed unanimously.

**Adams County Parks & Open Space- Clear Creek Recreation Master Plan Project**

A motion was made by Ms. Rudden and seconded by Ms. Dowling to **Approve the request** in the amount of \$70,000. Ms. Merkel commented on how these projects are really focusing on important areas considering light rail coming in the near future. Mr. Hicke commented on how positive the project was but would like to see the applicants come with greater leverage. The motion passed unanimously.

**City of Northglenn- Fox Run Open Space Renovation Project**

A motion was made by Ms. Dowling and seconded by Ms. Rudden to **Approve the request** in the amount of \$94,355. Mr. Hicke again commented on the relatively low leverage by the applicant. Ms. Dowling commented on the positive aspects of applicants working with other agencies and making these a

collaborative effort. Northglenn was working with the Bird Conservancy for this project. The motion passed unanimously.

#### **City of Thornton- Trail Connections & Concrete Safety in Thornton**

A motion was made by Ms. Rudden and seconded by Ms. Dowling to **Approve the request** in the amount of \$620,712. Mr. Strider commented that although it is a worthy request he did favor preserving rather than building when it came to grant applications. Ms. Rudden commented that the County and cities are really creating a great trail system. The motion was passed unanimously.

#### **City of Westminster- Longview Trail Project**

A motion was made by Ms. Rudden and seconded by Ms. Dowling to **Approve the request** in the amount of \$1,100,000. Ms. Merkel commented that if they chose not to fund the project in full she considered the safety portion the top priority. The motion passed unanimously.

#### **City of Westminster- Little Dry Creek Park Acquisition and Demolition Project**

A motion was made by Mr. Hickel and seconded by Mr. Strider to **Approve the request** in the amount of \$290,000. Mr. Hickel commented that he felt they had an obligation to complete the acquisition and finalize the project they helped to fund in a previous cycle. Mr. Strider stated that he feels the owner had an advantage with regards to price but definitely favors the acquisition. Mr. Hickel stated that although he did not know how to prevent it, the Open Space is viewed as a source of funding and he felt that was being taken advantage of as far as asking price. He also mentioned that in the past, they had seen where an entity made up the difference to pay more than the appraised value on a piece of property. The motion passed unanimously.

#### **Rocky Mountain Arsenal National Wildlife Refuge- Wildflower Enhancement for Pollinators Project**

A motion was made by Ms. Rudden and seconded by Ms. Merkel to **Approve the request** in the amount of \$5,000. Mr. Strider explained that he felt the method was not the best for the project and would have preferred to see them return with a larger grant request. Mr. Hickel felt the education value was very positive and felt it was a great project. Ms. Dunn hoped that they would see good results and that the youth involved in the planting would feel a sense of ownership in the project. The motion passed unanimously.

#### **Town of Bennett- Master Plan for Phase II- Civic Center Park Project**

A motion was made by Ms. Dowling and seconded by Mr. Strider to **Approve the request** in the amount of \$20,500. The motion passed unanimously with no discussion.

#### **Boys & Girls Club of Metro Denver- Youth Development Park Project**

A motion was made by Mr. Strider and seconded by Ms. Merkel to **Approve the request** in the amount of \$300,300. Ms. Merkel commented that she viewed this as a short term investment for a long term effect. The OSAB agreed that they all view the club as such a positive thing to bring so many

opportunities to youth in the area. Ms. Dowling commented on the use of safety gear and concern for injury. Mr. Strider stated that the programming available was outstanding as well as how much leverage the applicant brought to the table. The motion passed unanimously.

#### **Westgate Community School- Environmental Education Campus Design**

A motion was made by Ms. Rudden and seconded by Mr. Strider to **Approve the request** in the amount of \$58,300. Mr. Hickel asked for clarification on if the area would be open and allow for public access. Westgate replied that it would be open and not include fencing. Ms. Dunn questioned where additional funding would come from to implement the design. They did reply that they were working with other sources for future funding. The motion passed unanimously.

#### **City of Thornton- Thornton Arts & Culture Center Improvements**

A motion was made by Ms. Rudden and seconded by Ms. Merkel to **Approve the request** in the amount of \$290,643. The motion passed unanimously with no discussion.

#### **Hyland Hills Park & Recreation- Destination Playground at Clear Creek Valley Park**

A motion was made by Mr. Hickel and seconded by Ms. Rudden to **Approve the request** in the amount of \$319,605.88, which was the available balance for active projects. Ms. Dowling expressed concern that if the applicant tries to go to GOCO for the funding there would be no pressure to fund the project if it was already funded through the OSAB. Mr. Morris felt that if they explained their position through a support letter to GOCO that would help the project. Ms. Merkel felt they could not rely on GOCO to fund the project and through their funding they could ensure the project continued. Mr. Strider felt they could possibly look as funding the request in full and go over the active limit slightly. Mr. Morris expressed that they should stick to their decision to not go over that active limit and proceed as planned. The motion passed 6-1, with Ms. Dowling opposed.

#### **City of Aurora- Moorhead Recreation Center Construction**

A motion was made by Ms. Rudden and seconded by Mr. Hickel to **not fund the request**. Mr. Hickel felt it was scored low as a result of such low active funding available. Ms. Rudden explained that with only an 8.8% request she felt they may be able to proceed with the project and still come back with a grant request in a future grant cycle. Mr. Morris commented to the applicants that he felt that larger requests were not going to be very easy to fund given the current circumstances. The motion passed unanimously.

#### **Public Comment**

A member of the public asked for clarification of active vs. passive projects. Ms. McDowell responded with a brief overview of what the resolution stated as active and passive projects. The applicants expressed their gratitude and appreciation for the recommendations for funding that were made.

#### **Matters from the Parks Staff**



Ms. McDowell indicated the study session date for the current cycle was scheduled for October 20<sup>th</sup> to provide input and comments on the recommendations. We were currently looking at an October meeting to allow Doug from the County Attorney's Office to review ex parte communication as well as address thoughts on the site tour process as he mentioned those should be recorded events. We also thought it may be beneficial to review if a planning grant should be considered active or passive. Ms. McDowell asked if the board members still favored submitting a letter of support to GOCO for the Hyland Hills Destination Playground. She agreed to compile the letter of support with a deadline of October 9<sup>th</sup> to submit individual comments, and a plan to sign the letter at the October OSAB meeting.

#### **Matters from the Board**

Mr. Hickel commented on a property he visited where the applicant has no trespassing signs posted which make it appear not open to the public. He was referring to the Adventure Elementary site where Open Space funds helped renovate the playground and make field improvements. Ms. McDowell stated that we would look into that location and the signs. Ms. Rudden commented on how she felt some projects did not meet her expectations as far as support letters. Ms. McDowell offered to share that feedback with the applicants. Mr. Morris asked for the final balance in the account. Ms. Petersen shared the balance of \$656,136.32.

A motion was made by Mr. Strider and seconded by Mr. Hickel to ***Adjourn the meeting.*** The motion passed unanimously.

The meeting adjourned at 8:00 PM.

Adams County Open Space Grants Program  
Fall 2015 Grant Cycle - September 23, 2015

Ranking	Score	Applicant	Project Name	Priority	Active Recommended Funding	Passive Request	Passive Recommended Funding	OSAB Recommendation by Project	% of Funding (as requested)	% of Funding (as recommended)
Mini		City of Northglenn	Honeybee Habitat Protection			\$3,500.00	\$ 3,500.00	\$3,500.00	50.0%	50.0%
Mini		Rocky Mountain Arsenal National Wildlife Refuge	Gate Replacement at the Intersection of 88th Ave & Buckley Road			\$3,550.00	\$ 3,550.00	\$3,550.00	50.4%	50.4%
Mini		City of Brighton	High School Seniors Beautification Project in Brighton Park			\$3,900.00	\$ 3,900.00	\$3,900.00	60.0%	60.0%
Mini		Strasburg Metro Parks & Recreation District	Community Park- Site Furnishings			\$5,000.00	\$ 5,000.00	\$5,000.00	56.5%	56.5%
Mini		Adams County Parks & Open Space	Twin Lakes Park Mile High Youth Corps Russian Olive Removal			\$5,000.00	\$ 5,000.00	\$5,000.00	50.0%	50.0%
Mini		Town of Bennett	New Open Space Mower		\$5,000.00			\$0.00	53.8%	0.0%
Mini		Bennett Park & Recreation District	Outdoor Signage		\$5,000.00	\$ 5,000.00		\$5,000.00	41.7%	41.7%
1	21	City of Aurora	Star K North Building Demolition & Site Restoration	2		\$47,500.00	\$ 47,500.00	\$47,500.00	50.0%	50.0%
2	21	City of Northglenn	Northwest Open Space Renovation Design Services	1		\$120,000.00	\$ 120,000.00	\$120,000.00	50.0%	50.0%
3	21	City of Brighton	Ken Mitchell Open Space Entrance Property Acquisition	1		\$246,250.00	\$ 246,250.00	\$246,250.00	47.1%	47.1%
4	21	City of Commerce	Commerce City Neighborhood Parks	2		\$300,000.00	\$ 300,000.00	\$300,000.00	10.3%	10.3%
5	21	City of Commerce	Sand Creek Open Space Remediation Phase I	1		\$450,000.00	\$ 450,000.00	\$450,000.00	23.1%	23.1%
6	20	Adams County Parks & Open Space	Clear Creek Recreation Master Plan	1		\$70,000.00	\$ 70,000.00	\$70,000.00	70.0%	70.0%
7	19	City of Northglenn	Fox Run Open Space Renovation	2		\$94,355.00	\$ 94,355.00	\$94,355.00	68.0%	68.0%
8	19	City of Thornton	Trail Connections & Concrete Safety in Thornton	1		\$620,712.00	\$ 620,712.00	\$620,712.00	65.0%	65.0%
9	19	City of Westminster	LongsView Trail	1		\$1,100,000.00	\$ 1,100,000.00	\$1,100,000.00	65.9%	65.9%
10	19	City of Westminster	Little Dry Creek Park Acquisition and Demolition Project	2	\$290,000.00	\$290,000.00		\$290,000.00	58.0%	58.0%
11	18	Rocky Mountain Arsenal National Wildlife Refuge	Wildflower Enhancement for Pollinators	1		\$5,000.00	\$ 5,000.00	\$5,000.00	46.1%	46.1%
12	18	Town of Bennett	Master Plan for Phase II- Civic Center Park	1		\$20,500.00	\$ 20,500.00	\$20,500.00	49.6%	49.6%

Ranking	Score	Applicant	Project Name	Priority	Active Request	Active Recommended Funding	Passive Request	Passive Recommended Funding	OSAB Recommendation by Project	% of Funding (as requested)	% of Funding (as recommended)
13	18	Boys & Girls Club of Metro Denver-Suncor Boys & Girls Club	Youth Development Park	1	\$300,300.00	\$300,300.00			\$300,300.00	26.7%	26.7%
14	17	Westgate Community School	Environmental Education Campus Design	1			\$58,300.00	\$ 58,300.00	\$58,300.00	70.0%	70.0%
15	17	City of Thornton	Thornton Arts & Culture Center Improvements	2			\$290,643.00	\$ 290,643.00	\$290,643.00	70.0%	70.0%
16	17	Hyland Hills Park & Recreation District	Destination Playground at Clear Creek Valley Park	1	\$350,000.00	\$319,605.88			\$319,605.88	60.0%	54.8%
17	14	City of Aurora	Moorhead Recreation Center Construction	1	\$1,000,000.00	\$0.00			\$0.00	8.8%	0.0%
<b>Total</b>					<b>\$1,950,300.00</b>	<b>\$914,905.88</b>	<b>\$3,444,210.00</b>	<b>\$3,444,210.00</b>	<b>\$4,359,115.88</b>		

**Total Funding Recommended (before recommendations)**  
**Grant Fund Balance (before recommendations)**

Total Active Available	\$0.00
Total Passive Available	\$656,136.32

	Active %	Passive %
Recommended + Previous Funded	28.93%	70.42%
Requested (this cycle)	36.15%	63.85%
Previous Funded	29.49%	70.51%
Requested + Previous Funded	29.96%	70.42%

Total \$ Available	\$656,136.32
Grant Requests	\$5,394,510.00
Funds Remaining if Funded in Full	-\$4,738,373.68
Funding Recommendation	\$4,359,115.88
Funding Difference	\$1,035,394.12



## STUDY SESSION AGENDA ITEM

<b>DATE OF STUDY SESSION:</b> October 20, 2015
<b>SUBJECT:</b> Emergency Solutions Grant (ESG): 2015/2016 Funding Recommendations and Amendment One to PY2013-PY2015 ESG Contracts
<b>FROM:</b> Norman Wright, Community & Economic Development Director <i>NW</i>
<b>AGENCY/DEPARTMENT:</b> Community Development
<b>ATTENDEES:</b> Norman Wright and Joelle Greenland
<b>PURPOSE OF ITEM:</b> To provide recommendation to the Board for 2015/2016 ESG funds, and to provide reasons for an amendment to the PY2013-PY2015 ESG contracts to extend contracts to June 30, 2017.
<b>STAFF RECOMMENDATION:</b> Approve 2015/2016 ESG funding recommendations and Amendment One to the PY2013-PY2015 ESG contracts at a public hearing on October 27, 2015.

### **BACKGROUND:**

ESG funds originate from the U.S. Department of Housing and Urban Development (HUD). ESG funds provide a first step in a continuum of assistance to prevent homelessness and to enable homeless individuals and families to move toward independent living. Agencies that receive ESG funds from Adams County must provide essential services to the homeless and those at-risk of becoming homeless. Adams County received \$144,016 in ESG Funding. HUD allows the County to retain 7.5% of ESG funds to administer the program.

In December 2014, the Community and Neighborhood Services Advisory Council (CNRAC) made recommendations for 2014 ESG funds. At that time, it also recommended that the recipients enter into three year agreements wherein there would also be an option to extend the contract for an additional two years if they exhibited high performance and outcomes. As such, all the 2014 ESG recipients, Almost Home, Arising Hope and Growing Home, have advised the County of their wishes to extend their contracts. ESG must be spent within two years of the County receiving such funds. Therefore, the 2015 ESG funds would need to be spent by 2017 which aligns with Article II, Section 2 of the ESG contracts which states that the contracts can be extended till June 30, 2017. The PY2013-PY2015 ESG contracts were fully executed by the Board in January 2015. The following 2015 ESG subrecipient recommendations are the same as the 2014 ESG funding approved by the Board in January 2015:

Almost Home	\$31,215
Arising Hope	\$22,000
Growing Home	\$80,000
ACCD Admin.	\$10,801

### **ATTACHED DOCUMENTS:**

PY2013-PY2015 ESG Contracts with Almost Home, Arising Hope, and Growing Home

**FISCAL IMPACT:**

Either mark X  if there is no fiscal impact or provide the following information for the recommended action:

Fund(s):	
Cost center(s):	
Self-generated / dedicated revenues:	\$
Annual operating costs:	\$
Annual net operating (cost) / income:	\$
Capital costs:	\$
Expenditure included in approved operating budget:	\$
Expenditure included in approved capital budget:	\$
New FTEs requested:	0

**Additional Note:**

Program operations do not impact the County's general funds.

**APPROVAL SIGNATURES:**

**APPROVAL OF FISCAL IMPACT:**

\_\_\_\_\_  
Todd Leopold, County Manager

  
\_\_\_\_\_  
Budget / Finance

  
\_\_\_\_\_  
Raymond H. Gonzales, Deputy County Manager

\_\_\_\_\_  
Ed Finger, Deputy County Manager



**EMERGENCY SOLUTIONS GRANT AGREEMENT  
PY 2013-2015 Funds**

Catalog of Federal Domestic Assistance (CFDA) Number: 14.231

**ARTICLE I: GENERAL PROVISIONS**

**PARTIES TO THIS AGREEMENT:** This Agreement, dated for reference purposes only this \_\_\_ day of \_\_\_\_\_, 2015, by and between Adams County, a body politic and corporate, known hereafter as the "COUNTY", and Growing Home, located at 3489 W. 72<sup>nd</sup> Ave. Suite 112 Westminster, CO 80030, known hereafter as the "GRANTEE".

**WHEREAS**, required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

**WHEREAS**, the United States Government, through the Stewart B. McKinney-Vento Homeless Act of 1987, as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009, has established the Emergency Solutions Grant (ESG) Program; and

**WHEREAS**, the County has received an allocation through Department of Housing & Urban Development (HUD) for the 2013 program year pursuant to the HEARTH Act; and

**WHEREAS**, the County has received its Emergency Solutions Grant Program funds which are governed by the provisions of P.L. 100-404 and P.L. 100-628; and

**WHEREAS**, the County has received applications from organizations serving Adams County for allocations from the federal ESG funds available to Adams County; and

**WHEREAS**, the County wishes to assist the GRANTEE in utilizing such funds.

**NOW, THEREFORE**, in consideration of the mutual promises, payments and other provisions hereof, the parties agree as follows:

**ARTICLE II: SCOPE OF SERVICES**

**Section 1.** In consideration for the monies to be received from the COUNTY, the GRANTEE shall do, perform, and carry out, in a satisfactory and proper manner, as determined by the COUNTY, all work elements as indicated in the "Scope of Service" (**Attached as Exhibit 1**) and in accordance with the "Budget" (**Attached as Exhibit II**).

**Section 2.** All project activities shall be eligible under Subpart B, §576.21(a) and all related regulations and requirements. Project activities shall be one or more of the following indicated (with an "X"):

- Street Outreach** necessary to reach out to unsheltered homeless individuals and families, connect them with emergency shelter, housing, or critical services, and provide them with urgent, non-facility-based care. Component services generally consist of engagement, case management, emergency health and mental health services, and transportation. For specific requirements and eligible costs, see 24 CFR 576.101.
- Emergency Shelter** which could include: **Renovation** of a building to serve as an emergency shelter; **Essential Services** for individuals and families in emergency shelter. Component services generally consist of case management, child care, education services, employment assistance and job training, outpatient health services, legal services, life skills training, mental health services, substance abuse treatment services, and transportation; **Shelter Operations**, including maintenance, rent, security, fuel, equipment, insurance, utilities, and furnishings; **Relocation** assistance for persons displaced by a project assisted with ESG funds. For specific requirements and eligible costs, see 24 CFR 576.102.

- X **Homeless prevention** which could include: *Housing relocation and stabilization services and/or short and/or medium-term rental assistance* necessary to prevent the individual or family from moving into an emergency shelter or another place described in paragraph (1) of the “homeless” definition in § 576.2. Component services and assistance generally consist of short-term and medium-term rental assistance, rental arrears, rental application fees, security deposits, advance payment of last month's rent, utility deposits and payments, moving costs, housing search and placement, housing stability case management, mediation, legal services, and credit repair. For specific requirements and eligible costs, see 24 CFR 576.103, 576.105, and 576.106.
  
- X **Rapid Re-housing** which could include: *housing relocation and stabilization services and short and/or medium-term rental assistance* as necessary to help individuals or families living in an emergency shelter or other place described in paragraph (1) of the “homeless” definition move as quickly as possible into permanent housing and achieve stability in that housing. Component services and assistance generally consist of short-term and medium-term rental assistance, rental arrears, rental application fees, security deposits, advance payment of last month's rent, utility deposits and payments, moving costs, housing search and placement, housing stability case management, mediation, legal services, and credit repair. For specific requirements and eligible costs, see 24 CFR 576.104, 576.105, and 576.106.
  
- X **HMIS** which shall include time spent utilizing the Homeless Management Information System (HMIS) and/or comparable database costs, as specified at 24 CFR 576.107.

Section 3. ESG funds may not be used for:

- 1) acquisition or construction of an emergency shelter for the homeless;
  
- 2) rehabilitation services, such as preparation of work specifications, loan processing, or inspections.

Section 4. The GRANTEE covenants that it has, or will obtain at its own expense, all personnel, goods, services and equipment required to perform the Services and shall use no funds provided hereunder for any expense other than those expenses required to perform the Services and that are outlined in this agreement.

Section 5. All Services provided hereunder shall be performed by the GRANTEE. No personnel engaged in the performance of those Services shall be employees of the COUNTY, nor shall any personnel providing those Services have any contractual relationship with the COUNTY.

Section 6. The COUNTY reserves the right to enter into other contracts related to the Services, and the GRANTEE agrees to cooperate with the COUNTY and its other contractors with respect to the coordination of those Services.

## **ARTICLE II: DURATION OF CONTRACT**

Section 1. Services provided hereunder shall have commenced on:

July 1, 2014 and shall continue through June 30, 2015, (the “Period of Performance”) unless this Agreement is terminated as provided hereunder or unless made contingent under Environmental Reviews (II.D) or under the Labor Standards (II E) sections.

Section 2. The COUNTY, at its sole option, may offer to extend this Agreement as necessary for up to two years providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon and is contingent upon federal funding from the United States Department of Housing & Urban Development “HUD”. Any single extension by the COUNTY shall include additional funding to allow for continuation of GRANTEE services described in

Exhibit 1 and this contract, any and all extensions, shall conclude June 30, 2017. Extension of the contract will follow the process for substantial project modification outlined in Exhibit 3.

Section 3. If the GRANTEE fails to comply with any contractual provision, the COUNTY, may, after notice to the GRANTEE, suspend the Agreement and withhold further payment or prohibit the GRANTEE from incurring additional obligation of contractual funds, pending corrective action by the GRANTEE or a decision by the COUNTY to terminate in accordance with this Agreement. The COUNTY may determine to allow such necessary and proper costs which the GRANTEE could not reasonably avoid during the period of suspension.

Section 4. If, through any cause, either party shall fail to honor or otherwise fulfill any of the promises, covenants, obligations, agreements or stipulations of this Agreement, the other party shall have the right to terminate this Agreement by giving ten (10) days written notice to the other party of such termination, specifying the reasons for such termination and the effective date thereof. In the event the GRANTEE is terminated under this section, the GRANTEE shall not be relieved of liability to the COUNTY for any damages sustained by the COUNTY by virtue of any breach of this Agreement by the GRANTEE, and the COUNTY may withhold any payment to the GRANTEE for the purpose of settlement until such time as the exact damage due the COUNTY from the GRANTEE is determined.

Section 5. In addition to other specified remedial actions, the COUNTY may exercise the following remedial actions should it find that the GRANTEE substantially failed to satisfy or perform the duties and obligations in this Agreement. Substantial failure to satisfy the duties and obligations shall be defined to mean insufficient, incorrect, improper activities or inaction by the GRANTEE. These remedial actions are as follows:

- 1) Withhold payment to the GRANTEE until the necessary services or corrections in performance are satisfactorily completed;
- 2) Request the removal from work on the Agreement of employees of the GRANTEE whom the COUNTY justifies as being incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued employment on the Agreement it deems to be contrary to the public interest or not in the best interest of the COUNTY;
- 3) Deny payment for those services or obligations which have not been performed and which due to circumstances caused by the GRANTEE cannot be performed or if performed would be of no value to the COUNTY. Denial of the amount of payment must be reasonably related to the amount of work or performance lost to the COUNTY;

or

- 4) Terminate the Agreement for cause.

Section 6. The parties hereto may terminate this Agreement by mutual consent by setting forth in writing the terms, conditions and effective date of such termination, in which case the GRANTEE shall be reimbursed an amount equal to actual eligible expenses incurred as of the date of termination.

Section 7. If HUD terminates the COUNTY's Contract, this Agreement shall immediately terminate. If such termination is for cause due to GRANTEE's failure of performance, the provisions of Article III, Section 2, 3, 6 and 7 shall apply and the GRANTEE shall not be relieved of liability to the COUNTY for any damages sustained by the COUNTY by virtue of any breach of the Contract by the GRANTEE, and the COUNTY may withhold any payment to the GRANTEE for the purpose of settlement until such time as the exact damage due the COUNTY from the GRANTEE is determined. If such termination is for the convenience of the State, the GRANTEE shall be reimbursed in an amount equal to actual expenses incurred as of the date of termination.



Section 8. The COUNTY without cause may terminate this Agreement at any time if written notice to terminate is provided to the GRANTEE more than ten (10) days prior to the effective date of the termination. In such event, the GRANTEE shall be paid for all eligible work satisfactorily completed commensurate with the amount of work done on the Scope of Services up to the date of termination less all amounts previously paid, and in addition thereto, any other amount as mutually agreed upon by the parties for the documented direct and incidental termination expenses due to the termination.

Section 9. Should the COUNTY terminate this Agreement for cause, as provided in Section 3 above, no further payments shall be due to the GRANTEE, including payment for Services provided prior to the effective date of termination.

Section 10. Nothing herein shall preclude either party from pursuing such remedies at law or at equity as may be appropriate.

Section 11. If, this Agreement is terminated for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the COUNTY, become the COUNTY's property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

#### **ARTICLE IV: COMPENSATION AND PROJECT BUDGET**

Section 1. The COUNTY shall reimburse the GRANTEE for the actual cost of Services provided hereunder, however, such reimbursement shall not exceed Seventy-Five Thousand Eighty-Nine Dollars and 00/100 (\$75,089) over the Period of Performance.

Section 2. At all times from the effective date of this Contract until completion of this Contract, the GRANTEE shall comply with the administrative requirements, cost principles and other requirements set forth. The GRANTEE shall comply with the policies, guidelines and requirements of 24 CFR part 85 (codified pursuant to OMB Circular No. A-102) and OMB Circular No. A-87, as they relate to the acceptance and use of ESG amounts by States and local governments, and A-110 and A-122 as they relate to the acceptance and use of ESG grant amounts by Nonprofit Organizations, and OMB Circular A-133 for Audits of States, Local Governments, and Nonprofit Organizations.

Section 3. The COUNTY shall invoice HUD for payments due and may make payment to the GRANTEE before the receipt of such HUD funds for the purpose of the continuation of Services provided in accordance with the Federal Action Plan.

Section 4. The parties hereto recognize that compensation paid to the GRANTEE hereunder is funded from ESG. If funding is not secured under ESG, or if compensation to the GRANTEE is disapproved thereunder, then this Agreement shall be null and void and no payment will be due the GRANTEE from the COUNTY. Furthermore, if, for any reason, reimbursements from HUD to the COUNTY are delayed, payments to the GRANTEE by the COUNTY may be delayed for the same length of time.

Section 5. GRANTEE acknowledges and is hereby given notice that the financial obligations of the COUNTY under this Agreement, payable after the current fiscal year, are contingent upon funds for this Agreement being appropriated, budgeted and otherwise made available for each fiscal year thereafter. In the event it is determined that funds will not be budgeted and appropriated, the COUNTY may terminate this Agreement by giving GRANTEE notice of such non-appropriation. The COUNTY's fiscal year commences January 1 and ends December 31.

Section 6. If the COUNTY makes any payments for all or any portion of the Services done by the GRANTEE prior to the COUNTY receiving payment from HUD and the COUNTY is notified by the HUD that they will not reimburse the COUNTY for the services provided by the GRANTEE, the GRANTEE agrees to repay the COUNTY within thirty (30) days of receipt of notice from the COUNTY that the funds must be repaid to the COUNTY.

## ARTICLE V: ASSURANCES

Section 1. The GRANTEE will not discriminate against any employee or applicant for employment, or against any applicant for services or benefits because of race, color, religion, sex or national origin except to the extent that the religious organization exemption provided under 702 of the Civil Rights Act of 1964 (42 U.S.C. 2000e-1) applies. The GRANTEE shall adhere to acceptable affirmative action guidelines in selecting employees, and shall ensure that employees are treated equally during employment without regard to race, religion, sex or national origin. Such action shall include, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay and other compensation and selection for training, including apprenticeship. Furthermore, the GRANTEE will not discriminate on the grounds of race, color, sex or national origin in the selection and retention of GRANTEE's, including suppliers of materials and lessor of equipment. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with regard to otherwise qualified disabled individuals as provided in Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act shall also apply to the Services provided herein. The GRANTEE agrees to take positive steps to comply and advance in employment qualified disabled persons and to comply with applicable U.S. Department of Health and Human Services Regulations (45 CFR Part 84). GRANTEE agrees to indemnify and hold harmless the COUNTY and the State of Colorado from any claims or demands which may arise under this provision.

Section 2. The GRANTEE shall not compel any employee or volunteer in performing the work of this Agreement to work in surroundings or under working conditions which are unsanitary or dangerous or hazardous to his or her health or safety.

Section 3. The GRANTEE shall comply with Executive Order No. 11426 entitled "Equal Employment Opportunity" as supplemented in the Department of Labor Regulations (41 CFR Section 84) and to execute such provisions as may be required.

Section 4. All GRANTEE records with respect to any matters covered by this project shall be made available to the County, HUD, their designees or the Federal Government, at any time during normal business hours, as often as the COUNTY deems necessary, to audit, examine and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the GRANTEE within 30 days after receipt by the GRANTEE. Failure of the GRANTEE to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments or repayment of funds determined to be used in an ineligible manner. The GRANTEE hereby agrees to have an annual agency audit conducted in accordance with current COUNTY policy concerning GRANTEE audits.

Section 5. Independent Contractor/GRANTEE and Indemnification.

GRANTEE shall be an independent contractor and shall have no authorization, express or implied, to bind the County to any agreements, settlements, liability or understanding except as expressly set forth herein.

- 1) Personnel – The GRANTEE represents that it has, or will secure at its own expense, unless otherwise stated in the "Scope of Services" and "Budget," all personnel, as employees of the GRANTEE, necessary to perform the work and services required to be performed by the GRANTEE under this Contract. Such personnel may not be employees of or have any contractual relationship with the COUNTY and no such personnel are eligible for any employee benefits, unemployment compensation or any other benefits accorded to COUNTY employees. GRANTEE shall pay when due all required employment taxes and income tax withholding. All of the services required hereunder will be performed by the GRANTEE or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under County and local law to perform such services.

- 2) Workers' Compensation, pursuant to section 8-40-101, et seq., C.R.S. (1998) – The GRANTEE is responsible for providing Worker's Compensation Coverage and Unemployment Compensation for all of its employees to the extent required by law, and for providing such coverage for them. In no case is the COUNTY responsible for providing Worker's Compensation Coverage for any employees or Subcontractors of GRANTEE pursuant to this Agreement and this GRANTEE agrees to indemnify the COUNTY for any costs for which the COUNTY may be found liable in this regard.

**Pursuant to section 8-40-202(2)(b)(IV), the GRANTEE understands that GRANTEE and the GRANTEE'S employees/agents are not entitled to worker's compensation benefits from the COUNTY. The GRANTEE further understands that the GRANTEE is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**

Section 6. The GRANTEE shall comply with all applicable State and Federal laws, rules, regulations and Executive Orders of the Governor of Colorado, involving non-discrimination on the basis of race, color, religion, national origin, age, handicap, or sex. GRANTEE may utilize the expertise of the State Minority Business Office within the Office of the Governor, for assistance in complying with the non-discrimination and affirmative action requirements of this Agreement and applicable statutes.

Section 7. The GRANTEE shall not utilize any funds provided through this Program for political activities.

Section 8. The GRANTEE shall not utilize any funds provided through this Program to provide voters and prospective voters with transportation to the polls or provide similar assistance in connection with an election or any voter registration activity.

Section 9. The GRANTEE shall comply with all applicable State and Federal laws, rules, circulars, guidelines, regulations and requirements and all obligations imposed on the COUNTY or its subcontractors in the COUNTY's Contract with the U.S. Department of Housing and Urban Development for the ESG program; the Special Provisions attached and incorporated therein; the Federal Terms and Conditions and Assurance in Appendices thereto; and any special conditions incorporated into or attached to a grant award letter which covers funds paid to the GRANTEE. The terms and conditions of that Contract and the Special Provisions are applicable to this Agreement and are made a part hereof and incorporated herein by reference, whether or not attached hereto. The GRANTEE agrees that it shall cooperate with the COUNTY in the compliance by the COUNTY of all the requirements set forth in the Certifications attached hereto as Exhibit 4 and incorporated herein by reference. The GRANTEE by execution of this Agreement hereby makes the applicable assurances and certifications set forth in the Certifications attached hereto as Exhibit 4.

Section 10. The GRANTEE covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this Agreement. The GRANTEE further covenants that in the performance of this Agreement no person having any such interest will be employed.

Section 11. The GRANTEE assures that it shall comply with Public Law 101-121, Section 319, 29 CFR Part 93, restrictions on lobbying.

Section 12. The GRANTEE shall ensure compliance with the Drug-Free Workplace Requirements for Federal Grant Recipients under Sections 5153-5158 of the Anti-Drug Abuse Act of 1988 (41 U.S.C. 702-707).

Section 13. The GRANTEE will ensure compliance with Public Law 103.227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking may not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local

governments. The above requirement will be included in any subawards which contain provisions for children's services and that all subcontractors shall certify compliance accordingly.

Section 14. The GRANTEE shall indemnify, save and hold harmless the State and the COUNTY, and their employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the GRANTEE, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Agreement. This indemnification provision shall survive completion of the services termination of this Agreement. Nothing herein shall be construed as a waiver of defenses available to the COUNTY or the CITY under the Governmental Immunity Act.

## **ARTICLE VI: RECORDS, REPORTS, AUDITS AND INSPECTIONS**

Section 1. The GRANTEE shall permit the COUNTY, and Federal representatives, to inspect, examine, copy or mechanically reproduce, on or off premises, as deemed necessary for grant purposes, all records pertaining to this Agreement for its term and for a period of five (5) years after its final payment hereunder or for such further period as may be necessary to resolve any matters which may be pending.

Section 2. The Sub-recipient shall collect and maintain client data demonstrating client eligibility for services provided, and the eligibility of costs incurred. Such data shall include at a minimum the HMIS Data and Technical Standards prescribed by HUD. HMIS data entry must be completed within 7 days of provision of each service. Such information shall be made available to the COUNTY monitors or their designee for review upon request

Section 3. The GRANTEE is subject to all procurement, fiscal and Program requirements to which the COUNTY is subject under the ESG grant, including pertinent Federal and State guidelines including OMB Circulars A-110 "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations - Uniform Administrative Requirements", A-122 "Cost Principles for Non-Profit Organizations", and A-133 "Audits of Institutions of Higher Education and Other Non-Profits".

Section 4. The GRANTEE will follow the COUNTY's rules and procedures for reporting expenditures, travel, per diem expenses, purchases and bid procedures.

Section 5. During the Agreement term, the retention period set forth in Section 1 above, and as long thereafter as records are maintained, at any time during normal business hours, the authorized representatives of the COUNTY, the U.S. Department of Housing and Urban Development, and Comptroller General of the United States shall have the right of access to any books, documents, papers or other records of the GRANTEE with respect to all matters covered by this Agreement in order to make audits, investigations, inspections, examinations, excerpts, and transcripts.

Section 6. For work performed under this Agreement the GRANTEE shall cause an audit to be conducted and submitted to the COUNTY in accordance with the applicable requirements of OMB Circular A-133 entitled, "Audits of Institutions of Higher Education and Other Nonprofit Institutions". If an audit is not required in accordance with OMB Circular 133, the GRANTEE shall provide a year-end financial statement for each fiscal year in which the GRANTEE has received funding for this project.

The audits or financial statement shall be furnished to the COUNTY within six (6) months after the end of the GRANTEE's fiscal year.

Section 7. In the event the GRANTEE shall obtain access to any records or files of the State or COUNTY in connection with, or during the performance of, this contract, the GRANTEE shall keep such records and information confidential and shall comply with all laws and regulations concerning the confidentiality of such records to the same extent as such laws and regulations apply to the State or the COUNTY. The GRANTEE agrees to notify and advise in writing all employees, agents, consultants, licensees, or subcontractors of the said requirements of confidentiality and of possible penalties and fines imposed for violation thereof, and secure from each an acknowledgment of such advisement and agreement to be

bound by the terms of this agreement as an employee, agent, consultant, licensee, or sub-contractor of the GRANTEE, as the case may be. Any breach of confidentiality by the GRANTEE or third party agents of the GRANTEE shall constitute good cause for the COUNTY or the State to cancel this contract without liability; any and all information delivered to the GRANTEE shall be returned to the COUNTY. Any COUNTY or State waiver of an alleged breach of confidentiality by the GRANTEE or third party agent of the GRANTEE is not to imply a waiver of any subsequent breach.

Section 8. All costs charged to the contract must be documented. For example, the GRANTEE must maintain signed time and attendance records for each and every individual employee and payroll documents approved by an official of the organization. Individual time distribution records must be maintained for allocating an employee's salary between this contract and other funding sources. Source documentation must be maintained for other costs such as receipts, travel vouchers, invoices, bills, or affidavits. Volunteer costs must be documented. All in-kind and other matching contributions, including grant award documents and receipts from other funding sources must be documented. The Sub-recipient agrees to maintain all records required by the ESG Interim Rule dated December 5, 2011, including:

- 1) Records documenting that ESG activities are eligible;
- 2) Records documenting the income and eligibility of program participants;
- 3) If applicable, records documenting rent reasonableness;
- 4) If applicable, records documenting Housing Habitability Standards and Lead Base Paint Standards;
- 5) If applicable, records documenting provision of required housing stability case management;
- 6) Records documenting that each participant received an intake interview utilizing the ESG Initial Assessment/Screen;
- 7) Data Entry into HMIS system within 7 days of providing each service;
- 8) Records documenting that persons receiving prevention assistance for longer than three months were re-assessed and recertified at least at three month intervals;
- 9) Records documenting that persons receiving rapid re-housing assistance for longer than 12 months were re-assessed and recertified at least at one month interval.
- 10) Records providing a full description of each activity undertaken;
- 11) Records documenting compliance with fair housing and equal opportunity cross-cutting regulations;
- 12) Financial records documenting expenditures and appropriate accounting principles applied;
- 13) Records accounting for staff time and activities relating to ESG expenditures and draw requests;
- 14) Records documenting eligible matching funds in accordance with HUD requirements; and
- 15) Any other records necessary to demonstrate compliance with ESG Interim Rule.

Section 9. The GRANTEE shall provide to the COUNTY quarterly an ESG Outcome Plan & Report summarizing the Services which includes activities, progress, outcomes, and number of clients served. The GRANTEE shall provide the COUNTY a Final Report summarizing the Services which includes activities, progress, outcomes, and number of clients served within 15 days of the end of the program period. GRANTEE shall meet all other reporting requirements in accordance with the County's Annual Action Plan to HUD and the Local Government Financial Management Manual and any other reporting requirements required by the Federal government. The submission of reports in a timely manner shall be the responsibility of the GRANTEE and failure to comply may result in a delay of payment of funds or termination of this Agreement.

Section 10. The COUNTY will monitor the performance of the Sub-recipient against goals and performance standards provided Exhibit A. Substandard performance as determined by A will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-recipient within 60 days after being notified by the COUNTY, the contract may be terminated and all funding halted. In such cases, the Sub-recipient must return any unused funds promptly. The COUNTY will monitor and evaluate the GRANTEE for compliance with the terms of the contract, and the rules, regulations, requirements and guidelines which the County has promulgated or may promulgate. The GRANTEE may also be subject to monitoring and evaluation by the U.S. Department of Housing and Urban Development.

## ARTICLE VI: CONTRACT TERMINATION AND AMENDMENT

Section 1. This Contract may be terminated as follows:

- 1) **Termination Due to Loss of Funding.** The parties hereto expressly recognize that the Grantee is to be paid, reimbursed, or otherwise compensated with federal ESG funds provided to the County for the purpose of contracting for the services provided for herein, and therefore, the Grantee expressly understands and agrees that all its rights, demands and claims to compensation arising under this Contract are contingent upon receipt of such funds by the County. In the event that such funds or any part thereof are not received by the County, the County may immediately terminate or amend this Contract.
  
- 2) **Termination for Cause.** If, through any cause, the Grantee shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Grantee shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract for cause by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Grantee under this Contract shall, at the option of the County, become its property, and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. Notwithstanding the above, the Grantee shall not be relieved of liability to the County for any damages sustained by the County by virtue of any breach of the Contract by the Grantee, and the County may withhold any payments to the Grantee for the purpose of set off until such time as the exact amount of damages due the County from the Grantee is determined.
  
- 3) **Termination for Convenience.** The County may terminate this Contract at any time the County desires. The County shall effect such termination by giving written notice of termination to the Grantee and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in subparagraph (b) above shall, at the option of the County, become its property. If the Contract is terminated by the County as provided herein, the Grantee will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this Contract, less payments of compensation previously made: Provided, however, that if less than sixty percent (60%) of the services covered by this Contract have been performed upon the effective date of such termination, the Grantee shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Grantee during the contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Grantee, Paragraph 14.b) above relative to termination for cause shall apply.

Section 2. This Agreement contains the entire understanding between the parties. Either party to this Agreement may request Amendments to this Agreement at any time, but no change shall be binding unless it is mutually agreed upon by the parties to this Agreement. All Amendments shall be in writing, authorized and executed prior to any work being done thereon, as described in the attached Exhibit 3 (“ACCD Amendment Policy”).

Section 3. Any change in or new Federal, State or local law, rule, Executive Order, Office of Management & Budget Circular, or other regulation under which the Services are to be performed which may constitutionally be applied to the Services and which, by its terms, is intended to be applied to the Services, shall be deemed to be incorporated into this Agreement.

Section 4. Survival of Certain Contract Terms

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Contract and the exhibits and attachments hereto which may require continued performance or compliance beyond the termination date of the Contract shall survive such termination date and shall be enforceable by the COUNTY as provided herein in the event of such failure to perform or comply by the GRANTEE or its subcontractors.

Section 5. In the event of conflicts or inconsistencies between this contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved through Amendments to this contract.

**ARTICLE VII: CONFLICT OF INTEREST**

Section 1. In the procurement of supplies, equipment, construction and services by the Grantee and its subcontractors, no employee, officer or agent of the Grantee or its subcontractors shall participate in the selection or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent; any member of his immediate family; his partner; or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the party or firm selected for award. Officers, employees or agents of the Grantee and its subcontractors shall neither solicit nor accept gratuities, favors or anything of monetary value from parties or potential parties to contracts. Unsolicited items provided as gifts are not prohibited if the intrinsic value of such items is nominal.

Section 2. In all cases other than procurement (including the provision of housing rehabilitation assistance to individuals, the provision of assistance to businesses, and the acquisition and disposition of real property), no persons described in subparagraph i) below who exercise or have exercised any functions or responsibilities with respect to ESG activities or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

Section 3. The conflict of interest provisions of this paragraph 17.b) apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee or of any designated public agencies or subcontractors receiving ESG funds.

Section 4. Upon the written request of the Grantee, the County will forward to HUD a request for an exception to the provisions of this subparagraph 17.b) when it determines that such an exception will serve to further the purposes of the ESG program and the effective and efficient administration of the Grantee's project. An exception may be considered only after the Grantee has provided, in writing, the following:

- 1) A disclosure of the nature of the conflict, accompanied by an assurance that (1) there has been or will be a public disclosure of the conflict and a description of how the public disclosure was or will be made; and, (2) the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific ESG-assisted activity in question; and,
- 2) An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law; and
- 3) A written statement signed by the chief elected official or executive director of the Grantee holding the County harmless from all liability in connection with any exception which may be granted by HUD at the request of the County to the provisions of this subparagraph 17.b).

Section 5. In determining whether to request an exception from HUD after the Grantee has satisfactorily met the requirements of subparagraph 17.b.ii) above, the COUNTY shall consider the cumulative effect of the following factors, where applicable:

- 1) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the project which would otherwise not be available;
- 2) Whether an opportunity was provided for open competitive bidding or negotiation;
- 3) Whether the person affected is a member of a group or class of low or moderate income persons intended to be beneficiaries of the ESG assisted activity, and the exception will permit such person to receive generally the same benefits as are being made available or provided to the group or class;
- 4) Whether the affected person has withdrawn from his or her functions or responsibilities, or from the decision making process with respect to the specific ESG-assisted activity in question;
- 5) Whether the interest or benefit was present before the affected person was in a position as described in this subparagraph 17.b);
- 6) Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- 7) Any other relevant considerations.

#### **ARTICLE VIII: MATCH**

Section 1. (24 CFR, 576.71(a)), The Sub-recipient must make matching contributions to supplement the recipient's ESG program in an amount that equals the total amount of ESG funds awarded under this Agreement. Matching contributions may be obtained from any source, including any eligible Federal source other than the ESG program, as well as state, local, and private sources. However, the following requirements apply to matching contributions from a Federal source of funds:

- 1) The Sub-recipient must ensure the laws governing any funds to be used as matching contributions do not prohibit those funds from being used to match Emergency Solutions Grant (ESG) funds.
- 2) If ESG funds are used to satisfy the matching requirements of another Federal program, then funding from that program may not be used to satisfy the matching requirements under this section.

Section 2. In order to meet the matching requirement, the matching funds must meet all requirements that apply to the ESG funds. Matching funds must be used for an eligible ESG activity, must be provided to eligible participants in conjunction with the ESG funded program, and must be documented in the ESG program files. Matching funds are NOT required for each budgeted ESG activity, so long as the total amount of ESG funds received by Sub-recipient are matched with an equal amount of matching funds.

Section 3. The matching requirement may be met by one or both of the following:

- 1) *Cash contributions.* Cash expended for allowable costs, as defined in OMB Circulars A-87 (2 CFR part 225) and A-122 (2 CFR part 230), of the recipient or Sub-recipient.
- 2) *Noncash contributions.* The value of any real property, equipment, goods, or services contributed to the recipient's or Sub-recipient's ESG program, provided that if the recipient or Sub-recipient had to pay for them with grant funds, the costs would have been allowable. Noncash contributions may also include the purchase value of any donated building.



Section 4. To determine the value of any donated material or building, or of any lease, the recipient must use a method reasonably calculated to establish the fair market value. Services provided by individuals must be valued at rates consistent with those ordinarily paid for similar work in the recipient's or Sub-recipient's organization. If the recipient or Sub-recipient does not have employees performing similar work, the rates must be consistent with those ordinarily paid by other employers for similar work in the same labor market.

**ARTICLE IX: ADVERTISEMENT AND PUBLIC NOTICES**

Section 1. GRANTEE shall ensure that any radio or television announcements, newspaper advertisements, press releases, pamphlets, mail campaigns, or any other method advising the public of their program that is funded with ESG funds includes the following statement: "The funding or partial funding source for this activity is Emergency Solutions Grant Funds made available through the Community Development Program of Adams County, Colorado."

**THE REMAINDER OF THIS PAGE REMAINS INTENTIONALLY BLANK**

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day first above written.

Grantee:

County:

Growing Home

Board of County Commissioners

(Agency Name)



(Signature)

County of Adams

Teva Sienicki



(Name)

(Name)

President and CEO

chairman

(Title)

(Title)

3489 West 72nd Ave, #112

In Care of:

(Address)

Adams County Community Development  
4430 S. Adams County Parkway  
Brighton, CO 80601

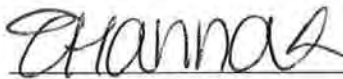
Westminster, CO 80030

(City, State, Zip)

720-407-1974

(Phone)

Attest (Seal)



(Name)

My Commission Expires September 25, 2018



(Legal Review)

**CONTRACTOR’S CERTIFICATION OF COMPLIANCE**

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample “memorandum of understanding” available at the website prior to registering

**EXHIBIT 1**

**SCOPE OF SERVICES**

**EMERGENCY SOLUTIONS GRANT**

***Services: Description of Project.***

Funding for Emergency Shelter will be utilized for direct cost expenses for the shelter which shall include supplies, repair and maintenance, insurance, utilities, telephone, snow removal, fire monitoring, and water.

Homeless Prevention Services will include salary for case management.

HMIS will be for salary to input data into the required homeless management integrated system.

**Number of Residents to be Served by ESG Specific Project: 136**

**EXHIBIT 2**

**PROJECT BUDGET**

<b>ESG Grant Detailed Budget - Exhibit 2</b>		<b>Adams County Community Development</b>		
Name of Project/Activity: <b>ESG 2013</b>		<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<b>Growing Home</b>		<b>ADCO Share</b>	<b>Applicant Share</b>	<b>Total</b>
a. Personnel & Fringe Benefits (Direct Labor)		\$14,439.00	\$14,439.00	\$28,878.00
b. Travel		\$2,650.00	\$2,650.00	\$5,300.00
c. Equipment				\$0.00
d. Supplies				\$0.00
e. Contractual				\$0.00
f. Construction				\$0.00
g. Other (Direct Costs)	Motel Vouchers	\$30,000.00	\$30,000.00	\$60,000.00
	Rent - Day Center	\$10,000.00	\$10,000.00	\$20,000.00
	Rental Assistance	\$18,000.00	\$18,000.00	\$36,000.00
h. Subtotal of Direct Costs				\$0.00
i. Indirect Costs				\$0.00
<b>Grand Total:</b>		<b>\$75,089.00</b>	<b>\$75,089.00</b>	<b>\$150,178.00</b>

**EXHIBIT 3**

**ADAMS COUNTY COMMUNITY DEVELOPMENT  
AMENDMENT POLICY**

for Community Development Block Grant (CDBG)  
Community Services Block Grant (CSBG)  
Emergency Solutions Grant (ESG)  
HOME Investment Partnerships Program (HOME)

I. **MINOR BUDGET ADJUSTMENTS**

Adjustments in budget line items are allowable as necessary provided the change does not exceed the total amount awarded and provided the expenditure is eligible for reimbursement. The Administrator of Community Development is authorized to approve minor budget adjustments that do not affect the total amount awarded. Recipients of grant awards should request approval of these adjustments in writing. The Administrator of Community Development will notify the recipients in writing of the County's approval.

For modifications in a project affecting the project award amount, approval by the Board of County Commissioners is required.

II. **MINOR PROJECT MODIFICATION**

A minor project modification is a change in the project which does not result in an increase to the previously determined award amount nor a change to the national objective or activity category as designated for the original project.

To request a minor project modification the recipient must submit a letter describing the changes, including a revised budget, to Adams County Community Development. The Administrator of Community Development will review the requested modification.

The Administrator of Community Development will notify the recipient in writing that the modification has been approved and that the recipient may proceed with project implementation, or that the requested modification has not been approved.

III. **SUBSTANTIAL PROJECT MODIFICATION**

A substantial project modification is any change that is not a minor budget adjustment or minor project modification as described above.

Prior to formal submission, the Administrator of Community Development must review the proposed modification for grant eligibility and consistency with the Consolidated Plan. Upon formal written request from the recipient, Community Development will:

- review the project for complete information, for compliance as an eligible grant activity, and for consistency with the Consolidated Plan;
- complete an environmental review, if required;
- consult with the County Attorney if standard contract provisions may be at issue;
- and
- ensure that the public is informed of the proposed change if required by the Citizen Participation Plan.

Substantial project modifications require approval of the Board of County Commissioners and an amendment to the Contract.

## EXHIBIT 4

### EMERGENCY SOLUTIONS PROGRAM REQUIREMENTS

All persons or households receiving ESG assistance must be eligible participants per criteria prescribed in the ESG Interim Notice dated December 5, 2011. The GRANTEE shall collect required information to document eligibility as outlined below. Eligible individuals or families—whether homeless or housed—must at least meet the following minimum criteria:

1. Any individual or family provided with financial assistance through ESG must have at least an initial intake and assessment, and consultation with a case manager or other authorized representative who can determine the appropriate type of assistance to meet their needs. GRANTEE shall have a process in place to refer persons ineligible for ESG to the appropriate resources or service provider that can assist them.
2. The household must be at or below 30 percent of Area Median Income (AMI). Income limits are available on HUD's web site at: <http://www.huduser.org/DATASETS/il.html>
3. The household must be either currently homeless or at risk of losing its housing and meet both of the following circumstances:
  - a. no appropriate subsequent housing options have been identified; AND
  - b. the household lacks the financial resources and support networks needed to obtain immediate housing or remain in its existing housing.
4. For households receiving **Prevention Assistance**, assistance should target those individuals and families at the greatest risk of becoming homeless, i.e. the individual or family would be homeless *but for* this assistance. The risk factors for homelessness for consideration by grantees and Sub-recipients include:
  - Eviction within 2 weeks from a private dwelling (including housing provided by family or friends);
  - Discharge within 2 weeks from an institution in which the person has been a resident for more than 180 days (including prisons, mental health institutions, hospitals);
  - Residency in housing that has been condemned by housing officials and is no longer meant for human habitation;
  - Sudden and significant loss of income;
  - Sudden and significant increase in utility costs;
  - Mental health and substance abuse issues;
  - Physical disabilities and other chronic health issues, including HIV/AIDS;
  - Severe housing cost burden (greater than 50 percent of income for housing costs);
  - Homeless in last 12 months;
  - Young head of household (under 25 with children or pregnant);
  - Current or past involvement with child welfare, including foster care;
  - Pending foreclosure of rental housing;
  - Extremely low income (less than 30 percent of Area Median Income);
  - High overcrowding (the number of persons exceeds health and/or safety standards for the housing unit size);
  - Past institutional care (prison, treatment facility, hospital);
  - Recent traumatic life event, such as death of a spouse or primary care provider, or recent health crisis that prevented household meeting its financial responsibilities;
  - Credit problems that preclude obtaining of housing; or
  - Significant amount of medical debt.

5. For **Rapid Re-Housing** assistance is available only for persons who are literally homeless according to HUD's definition. Individuals and families who meet one of the following criteria are eligible under the rapid re-housing portion of ESG:

- Sleeping in an emergency shelter
- Sleeping in a place not meant for human habitation, such as cars, parks, abandoned buildings, streets/sidewalks;
- Staying in a hospital or other institution for up to 180 days but was sleeping in an emergency shelter or other place not meant for human habitation (cars, parks, streets, etc.) immediately prior to entry into the hospital or institution;
- Graduating from, or timing out of a transitional housing program; and
- Victims of domestic violence.

**a. Intake and Assessment**

The Sub-recipient shall conduct an Intake and Assessment for each applicant for ESG services. Sub-recipient shall collect and maintain client data demonstrating client eligibility for services provided. Such data shall include at a minimum the HMIS Data and Technical Standards prescribed by HUD. Such information shall be made available to COUNTY monitors or their designee for review upon request. The initial assessment shall determine:

- i. Housing or Homeless Status of the applicant;
- ii. Eligibility of applicant for requested service;
- iii. Income: Verification that household income does not exceed 30% of Area median Income (AMI);
- iv. Type of assistance to be provided; and
- v. Initial length of financial and housing stabilization services to be provided.

**b. Data Collection and Evaluation**

GRANTEE shall collect and enter client-level data on a timely basis, such as the number of persons served and their demographic information, in the Homeless Management Information System (HMIS). Data entry into HMIS must be completed within 7 days of the provision of each ESG funded service. HMIS is a HUD mandated electronic data collection system that facilitates the collection of information on persons who are homeless or at risk of becoming homeless. The COUNTY does not maintain or manage the HMIS System. The Colorado Coalition for the Homeless is responsible for the overall management of the HMIS system.

GRANTEE shall track the number of households and persons served for each category of service provided through entry into HMIS. GRANTEE shall also track the amount of funding expended in each of these categories, and report this as part of their Requests for Vendor Payment or Request for Reimbursement.

GRANTEE shall enter the Program Exit information into HMIS upon termination of services provided to each program participant.

GRANTEE shall use its best efforts to conduct a follow-up assessment for each program participant who has exited the program six months and one year after the exit date. Such information will be used to determine continued housing stability for each participant served.

GRANTEE must agree to comply if asked to participate in HUD sponsored research and evaluation of ESG.

**c. Termination of Assistance:**

If a program participant violates program requirements, the GRANTEE may terminate the assistance in accordance with a formal process established by the GRANTEE that recognizes the rights of individuals affected. The GRANTEE must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases.



To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of: (1) Written notice to the program participant containing a clear statement of the reasons for termination; (2) A review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and (3) Prompt written notice of the final decision to the program participant.

Termination under this section does not bar the recipient or GRANTEE from providing further assistance at a later date to the same family or individual.

**d. Other Requirements:**

GRANTEE further agrees to:

1. Assess and document eligibility for each participant to be enrolled in the program.
2. Develop with the participant a case plan specifying needed services, goals and actions that will be taken to help each household achieve stable housing.
3. Document at least one face-to-face case management contact per month for each month that financial assistance is provided.
4. Assist households to develop primary linkages to local community resources and services as needed by program participants.
5. Provide or coordinate counseling in the areas of life skills, budgeting, problem solving, stress management and self esteem.
6. Provide assistance in each participant household's search for permanent housing.
7. For participants receiving re-housing services, complete Housing Habitability Standard and Lead Base Paint assessments on the form included in Exhibit I prior to providing or requesting any rental assistance.
8. Collect, record, and report progress in meeting the following goals and objectives:
9. Follow-up with all households who exit the program for at six months and one year following exit from program.
10. Assist households after exiting the program if crisis situations develop.

## EXHIBIT 5

### **Compliance with Applicable Laws.**

At all times during the performance of this Contract, the GRANTEE and any subcontractors shall strictly adhere to all applicable federal and state laws, orders, and all applicable standards, regulations, interpretations or guidelines issued pursuant thereto. The applicable federal laws and regulations include:

- 1) **National Environmental Policy Act of 1969** (42 USC 4321 et seq.), as amended, and the implementing regulations of HUD (24 CFR Part 58) and of the Council on Environmental Quality (40 CFR Parts 1500 - 1508) providing for establishment of national policy, goals, and procedures for protecting, restoring and enhancing environmental quality.
- 2) **The Lead-Based Paint Poisoning Prevention Act** -- Title IV (42 USC 4821) prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance, and requiring notification to purchasers and tenants of such housing of the hazards of lead-based paint and of the symptoms and treatment of lead-based paint poisoning.
- 3) **Section 109 of the Housing and Community Development Act of 1974** (42 USC 5309), as amended, providing that no person shall be excluded from participation (including employment), denied program benefits or subjected to discrimination on the basis of race, color, national origin or sex under any program or activity funded in whole or in part under Title I (Community Development) of the Act.
- 4) **Title VI of the Civil Rights Act of 1964** (Pub. L. 88-352; 42 USC 2000 (d)) prohibiting discrimination on the basis of race, color, or national origin in any program or activity receiving federal financial assistance.
- 5) **Title VIII of the Civil Rights Act of 1968** (Pub. L. 90-284; 42 USC 3601), as amended, popularly known as the Fair Housing Act, prohibiting housing discrimination on the basis of race, color, religion, sex, or national origin, and requiring HUD to administer its programs in a manner which affirmatively promotes fair housing.
- 6) **Executive Order 11246** (1965), as amended by Executive Orders 11375 and 12086, prohibiting discrimination on the basis of race, color, religion, sex or national origin in any phase of employment during the performance of federal or federally-assisted contracts in excess of \$2,000.
- 7) **Executive Order 11063** (1962), as amended by Executive Order 12259, requiring equal opportunity in housing by prohibiting discrimination on the basis of race, color, religion, sex or national origin in the sale or rental of housing built with federal assistance.
- 8) **Section 504 of the Rehabilitation Act of 1973** (29 USC 793), as amended, providing that no otherwise qualified individual shall, solely by reason of a handicap, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal funds.
- 9) **Age Discrimination Act of 1975**, (42 USC 6101), as amended, providing that no person shall be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funds.
- 10) **Debarred, Suspended, or Ineligible Contractors**, (24 CFR, part 24), requiring that for procurement of property, non personal services, Grantee shall evaluate past performance of participants in programs administered by the Department of Housing and Urban Development, as well as other relevant aspects of the record and status of the participants, by

consulting with HUD's "Consolidated List of Debarred, Suspended, and Ineligible Contractors and Grantee."

- 11) **Copeland "Anti-Kickback" Act of 1934** (40 USC 276 (c)) prohibiting and prescribing penalties for "kickbacks" of wages in federally-financed or assisted construction activities.
- 12) Unless otherwise provided for in Exhibit A, "Scope of Services", this contract is subject to the following: **Section 3 of the Housing and Community Development Act of 1968** (12 U.S.C. 1701 (u)), as amended.
  - a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 (u) (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to very low- and low-income persons, particularly persons who are recipients of HUD assistance for housing.
  - b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
  - b) The Grantee agrees to send to each labor organization or representative of workers with which the Grantee has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Grantee's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the persons) taking applications for each of the positions; and the anticipated date the work shall begin.
  - c) The Grantee agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135 ((Paragraph 22 t)i) - 22 t)vii) of this contract)), and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Grantee has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
  - d) The Grantee will certify that any vacant employment positions, including training positions, that are filled (1) after the Grantee is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Grantee's obligations under 24 CFR Part 135.
  - e) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- 13) **Applicant Certifications.** The Grantee certifies that it will comply and ensure compliance by non-profit corporations to which it distributes funds under the Emergency Solutions Grants Program with:

- a) **Use as an Emergency Shelter** (24 CFR, 576.73), requiring that any building for which emergency shelter grant amounts are used for renovation must be maintained as a shelter for the homeless for not less than a three-year period, or for not less than a 10-year period if the grant amounts are used for major rehabilitation or conversion of the building.
- b) **Calculating the Applicable Period** The three and 10-year periods referred to in paragraph b) of this section start:
  - a. In the case of a building that was not operated as an emergency shelter for the homeless before receipt of grant amounts under this part, on the date of initial occupancy as an emergency shelter for the homeless.
  - b. In the case of a building that was operated as an emergency shelter before receipt of grant amounts under this part, on the date that grant amounts are first obligated on the shelter.
- c) **Domestic Violence Confidentiality** Requiring confidentiality for victims of family violence and the location of shelters for such persons.
- d) **Building Standards** (24 CFR, 576.75), requiring that any building for which emergency shelter grant amounts are used for renovation, conversion, or major rehabilitation must meet the local government standard of being in safe and sanitary condition.

**EXHIBIT 6**

**INSURANCE**

**General Liability Insurance:** Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket liability, personal injury, and advertising liability with minimum limits as follows:

General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Products & Completed Operations Aggregate	\$1,000,000
Any One Fire	\$50,000

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, GRANTEE shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Adams County a certificate or other document satisfactory to Adams County showing compliance with this provision.

**Automobile Liability Insurance:** To include all motor vehicles owned, hired, leased, or borrowed:

Bodily Injury/Property Damage	\$1,000,000 (each accident combined single limit)
Personal Injury Protection	per Colorado Statutes

**Worker's Compensation:** Worker's Compensation Insurance as required by State statute, and Employer's Liability insurance covering all of GRANTEE employees acting within the course and scope of their employment.

## EXHIBIT 7

### CERTIFICATIONS

- 1) **Executive Orders 11625, 12432, and 12138** requesting the grantee to make efforts to encourage the use of minority and women's business enterprises in connection with activities funded.
- 2) **Lobbying.** The Grantee assures and certifies that:
  - i) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of a federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
  - ii) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an offer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federally funded contract, grant, loan, or cooperative agreement, it shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
  - iii) It shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
  - iv) It understands that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3) **Uniform Federal Accessibility Standards**, (24 CFR, Part 40, Appendix A), requiring that for major rehabilitation or conversion of buildings, prescribed standards for the design, construction, and alteration of publicly owned residential structures shall be followed to insure that physically handicapped persons will have ready access to, and use of such structures.
- 4) **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 -- Title III, Real Property Acquisition** (Pub. L. 91-646 and implementing regulations at 24 CFR Part 42), providing for uniform and equitable treatment of persons displaced from their homes, businesses, or farms by federal or federally-assisted programs and establishing uniform and equitable land acquisition policies for federal assisted programs. Requirements include bona fide land appraisals as a basis for land acquisition, specific procedures for selecting contract appraisers and contract negotiations, furnishing to owners of property to be acquired a written summary statement of the acquisition price offer based on the fair market price, and specified procedures connected with condemnation.
- 5) **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 -- Title II, Uniform Relocation Assistance** (Pub. L. 91-646 and implementing regulations at 24 CFR Part 42), providing for fair and equitable treatment of all persons displaced as a result of any federal or

federally assisted program. Relocation payments and assistance, last-resort housing replacement by displacing agency, and grievance procedures are covered under the Uniform Act. Payments and assistance will be made pursuant to state or local law, or the grant recipient must adopt a written policy available to the public describing the relocation payments and assistance that will be provided. Moving expenses and up to \$22,500 or more for each qualified homeowner or up to \$5,250 or more for each tenant are potential costs.

- 6) **Primarily Religious Organizations** (24 CFR 576.22(b)) requiring that assistance may be provided under this part to a grantee or recipient that is a primarily religious organization if the primarily religious organization agrees to provide all eligible activities under this program in a manner that is free from religious influences and in accordance with the principles outlined further in the above referenced regulation.
- 7) **Termination of Assistance Procedures** (Section 1402(d) Housing and Community Development Act of 1992) requiring termination of assistance to any individual or family be in accordance with a formal process established by the ESG fund recipient.

5. For **Rapid Re-Housing** assistance is available only for persons who are literally homeless according to HUD's definition. Individuals and families who meet one of the following criteria are eligible under the rapid re-housing portion of ESG:

- Sleeping in an emergency shelter
- Sleeping in a place not meant for human habitation, such as cars, parks, abandoned buildings, streets/sidewalks;
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consulting with HUD's "Consolidated List of Debarred, Suspended, and Ineligible Contractors and Grantee."

- 11) **Copeland "Anti-Kickback" Act of 1934** (40 USC 276 (c)) prohibiting and prescribing penalties for "kickbacks" of wages in federally-financed or assisted construction activities.
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  - a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 (u) (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to very low- and low-income persons, particularly persons who are recipients of HUD assistance for housing.
  - b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
  - b) The Grantee agrees to send to each labor organization or representative of workers with which the Grantee has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Grantee's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the persons) taking applications for each of the positions; and the anticipated date the work shall begin.
  - c) The Grantee agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135 ((Paragraph 22 t)i) - 22 t)vii) of this contract)), and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Grantee has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
  - d) The Grantee will certify that any vacant employment positions, including training positions, that are filled (1) after the Grantee is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Grantee's obligations under 24 CFR Part 135.
  - e) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- 13) **Applicant Certifications.** The Grantee certifies that it will comply and ensure compliance by non-profit corporations to which it distributes funds under the Emergency Solutions Grants Program with:

- a) **Use as an Emergency Shelter** (24 CFR, 576.73), requiring that any building for which emergency shelter grant amounts are used for renovation must be maintained as a shelter for the homeless for not less than a three-year period, or for not less than a 10-year period if the grant amounts are used for major rehabilitation or conversion of the building.
- b) **Calculating the Applicable Period** The three and 10-year periods referred to in paragraph b) of this section start:
  - a. In the case of a building that was not operated as an emergency shelter for the homeless before receipt of grant amounts under this part, on the date of initial occupancy as an emergency shelter for the homeless.
  - b. In the case of a building that was operated as an emergency shelter before receipt of grant amounts under this part, on the date that grant amounts are first obligated on the shelter.
- c) **Domestic Violence Confidentiality** Requiring confidentiality for victims of family violence and the location of shelters for such persons.
- d) **Building Standards** (24 CFR, 576.75), requiring that any building for which emergency shelter grant amounts are used for renovation, conversion, or major rehabilitation must meet the local government standard of being in safe and sanitary condition.

**EXHIBIT 5**

**EXHIBIT 6**

**INSURANCE**

**General Liability Insurance:** Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket liability, personal injury, and advertising liability with minimum limits as follows:

General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Products & Completed Operations Aggregate	\$1,000,000
Any One Fire	\$50,000

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, GRANTEE shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Adams County a certificate or other document satisfactory to Adams County showing compliance with this provision.

**Automobile Liability Insurance:** To include all motor vehicles owned, hired, leased, or borrowed:

Bodily Injury/Property Damage	\$1,000,000 (each accident combined single limit)
Personal Injury Protection	per Colorado Statutes

**Worker's Compensation:** Worker's Compensation Insurance as required by State statute, and Employer's Liability insurance covering all of GRANTEE employees acting within the course and scope of their employment.

## EXHIBIT 7

### CERTIFICATIONS

- 1) **Executive Orders 11625, 12432, and 12138** requesting the grantee to make efforts to encourage the use of minority and women's business enterprises in connection with activities funded.
- 2) **Lobbying.** The Grantee assures and certifies that:
  - i) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of a federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
  - ii) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an offer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federally funded contract, grant, loan, or cooperative agreement, it shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
  - iii) It shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
  - iv) It understands that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3) **Uniform Federal Accessibility Standards**, (24 CFR, Part 40, Appendix A), requiring that for major rehabilitation or conversion of buildings, prescribed standards for the design, construction, and alteration of publicly owned residential structures shall be followed to insure that physically handicapped persons will have ready access to, and use of such structures.
- 4) **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 -- Title III, Real Property Acquisition** (Pub. L. 91-646 and implementing regulations at 24 CFR Part 42), providing for uniform and equitable treatment of persons displaced from their homes, businesses, or farms by federal or federally-assisted programs and establishing uniform and equitable land acquisition policies for federal assisted programs. Requirements include bona fide land appraisals as a basis for land acquisition, specific procedures for selecting contract appraisers and contract negotiations, furnishing to owners of property to be acquired a written summary statement of the acquisition price offer based on the fair market price, and specified procedures connected with condemnation.
- 5) **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 -- Title II, Uniform Relocation Assistance** (Pub. L. 91-646 and implementing regulations at 24 CFR Part 42), providing for fair and equitable treatment of all persons displaced as a result of any federal or

federally assisted program. Relocation payments and assistance, last-resort housing replacement by displacing agency, and grievance procedures are covered under the Uniform Act. Payments and assistance will be made pursuant to state or local law, or the grant recipient must adopt a written policy available to the public describing the relocation payments and assistance that will be provided. Moving expenses and up to \$22,500 or more for each qualified homeowner or up to \$5,250 or more for each tenant are potential costs.

- 6) **Primarily Religious Organizations** (24 CFR 576.22(b)) requiring that assistance may be provided under this part to a grantee or recipient that is a primarily religious organization if the primarily religious organization agrees to provide all eligible activities under this program in a manner that is free from religious influences and in accordance with the principles outlined further in the above referenced regulation.
- 7) **Termination of Assistance Procedures** (Section 1402(d) Housing and Community Development Act of 1992) requiring termination of assistance to any individual or family be in accordance with a formal process established by the ESG fund recipient.

**AMENDMENT 1 TO EMERGENCY SOLUTIONS GRANT AGREEMENT  
BETWEEN ADAMS COUNTY AND ARISING HOPE**

THIS AMENDMENT 1 is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between Adams County (“COUNTY”) located at 4430 S. Adams County Parkway, Brighton, CO 80601 and Arising Hope (“GRANTEE”) located at P.O. Box 1114, Eastlake, Colorado 80614

**RECITALS**

A. WHEREAS, in 2013 COUNTY and GRANTEE entered into an Emergency Solutions Grant Agreement (“Agreement”) that terminated in June 2015; and,

B. WHEREAS, the COUNTY and GRANTEE wish to extend the term of the Agreement through June 30, 2017, and the Agreement allows the parties to effectuate said extension by execution of this Amendment 1.

NOW, therefore, in consideration of the promises, conditions and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to the following changes in the Amendment:

1. The term of the Agreement shall be extended through June 30, 2017. Payment shall continue pursuant to Exhibit 2 of the Agreement.
  
2. Except as modified by this Amendment 1, the terms of the Agreement shall remain in full force and effect.



**AMENDMENT 1 TO EMERGENCY SOLUTIONS GRANT AGREEMENT  
BETWEEN ADAMS COUNTY AND ALMOST HOME**

THIS AMENDMENT 1 is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between Adams County (“COUNTY”) located at 4430 S. Adams County Parkway, Brighton, CO 80601 and Almost Home (“GRANTEE”) located at 231 N. Main St., Brighton, Co. 80601

**RECITALS**

A. WHEREAS, in 2013 COUNTY and GRANTEE entered into an Emergency Solutions Grant Agreement (“Agreement”) that terminated in June 2015; and,

B. WHEREAS, the COUNTY and GRANTEE wish to extend the term of the Agreement through June 30, 2017, and the Agreement allows the parties to effectuate said extension by execution of this Amendment 1.

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1. The term of the Agreement shall be extended through June 30, 2017. Payment shall continue pursuant to Exhibit 2 of the Agreement.
  
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**RESOLUTION APPROVING AMENDMENT ONE TO ESG CONTRACTS  
BETWEEN ADAMS COUNTY AND ALMOST HOME**

**Resolution – 2015-**

WHEREAS, Adams County and Almost Home entered into an Emergency Solutions Grant (ESG) on January 20, 2015, to provide emergency services; and,

WHEREAS, the ESG agreement only encompassed services provided through June 30, 2015; and,

WHEREAS, Almost Home was awarded 2014 and 2015 ESG funds; and,

WHEREAS, by means of the attached Amendment One the parties wish to extend the agreement through June 30, 2017, under the same terms and conditions, including price, set forth in the agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment One to the Agreement between Adams County and Almost Home, a copy of which is attached hereto, is hereby approved.

BE IT FURTHER RESOLVED, that the Chairman is authorized to execute Amendment One on behalf of Adams County.

**RESOLUTION APPROVING AMENDMENT ONE TO ESG CONTRACTS  
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**RESOLUTION APPROVING AMENDMENT ONE TO ESG CONTRACTS  
BETWEEN ADAMS COUNTY AND GROWING HOME**

**Resolution – 2015-**

WHEREAS, Adams County and Growing Home entered into an Emergency Solutions Grant (ESG) on January 20, 2015, to provide emergency services; and,

WHEREAS, the ESG agreement only encompassed services provided through June 30, 2015; and,

WHEREAS, Growing Home was awarded 2014 and 2015 ESG funds; and,

WHEREAS, by means of the attached Amendment One the parties wish to extend the agreement through June 30, 2017, under the same terms and conditions, including price, set forth in the agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment One to the Agreement between Adams County and Growing Home, a copy of which is attached hereto, is hereby approved.

BE IT FURTHER RESOLVED, that the Chairman is authorized to execute Amendment One on behalf of Adams County.

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING THE ADAMS COUNTY EMERGENCY SOLUTIONS  
GRANT PROJECT FUNDING AWARDS

Resolution 2015-

WHEREAS, the federal government has established the Emergency Solutions Grant (ESG) program to prevent homelessness and assist low-income individuals and families to quickly regain stability in permanent housing after experiencing a housing crisis and/or homelessness; and,

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has designated Adams County (“County”) as an Urban Entitlement County; and,

WHEREAS, a competitive application process was undertaken with applications received from eligible nonprofit organizations; and,

WHEREAS, a study session was held on October 20, 2015 to present recommendations for Commissioner funding consideration for the PY2015/2016; and,

WHEREAS, much of this information is regular and routine, and the Board of County Commissioners wishes to designate the Director of Community & Economic Development and the Community Development Manager to sign necessary non-contractual documents to carry out the ongoing activities of the program.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the following Adams County ESG Subgrantee awards be hereby approved:

<b>Agency</b>	<b>PY2015/16</b>
Almost Home	\$31,215
Arising Hope	\$22,000
Growing Home	\$80,000
ACCD Admin	\$10,801
<b>Total</b>	<b>\$144,016</b>

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING THE ADAMS COUNTY EMERGENCY SOLUTIONS  
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## STUDY SESSION AGENDA ITEM

<b>DATE:</b> October 20, 2015
<b>SUBJECT:</b> Overview of the Traffic Impact Fee Program (TIF)
<b>FROM:</b> Jeanne M. Shreve
<b>AGENCY/DEPARTMENT:</b> County Manager's Office
<b>ATTENDEES:</b> Jeff Maxwell, Norman Wright, Kristin Sullivan, Rene' Valez, Brad Boswell
<b>PURPOSE OF ITEM:</b> Provide an overview of the Traffic Impact Fee Program
<b>STAFF RECOMMENDATION:</b>

### **BACKGROUND:**

To provide a brief history of the TIF Program and relay staff's interest in updating the TIF Program for a follow up session with the Board in early 2016. Staff would also request a discussion regarding the county's current policy to discount non-residential TIF assessments.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Transportation Department  
Community and Economic Development  
Finance

### **ATTACHED DOCUMENTS:**

Presentation

**FISCAL IMPACT:**

Either mark X if there is no fiscal impact or provide the following information for the recommended action:

Fund(s):	
Cost center(s):	
Self-generated / dedicated revenues:	\$
Annual operating costs:	\$
Annual net operating (cost) / income:	\$
Capital costs:	\$
Expenditure included in approved operating budget:	\$
Expenditure included in approved capital budget:	\$
New FTEs requested:	

**APPROVAL SIGNATURES:**

**APPROVAL OF FISCAL IMPACT:**

\_\_\_\_\_  
Todd Leopold, County Manager

  
\_\_\_\_\_  
Budget / Finance

  
\_\_\_\_\_  
Raymond H. Gonzales, Deputy County Manager

\_\_\_\_\_  
Ed Finger, Deputy County Manager

# Traffic Impact Fees

## An Overview of Adams County's Traffic Impact Fee Program

*Commissioners' Study Session,*

*October 20, 2015*

# Introduction

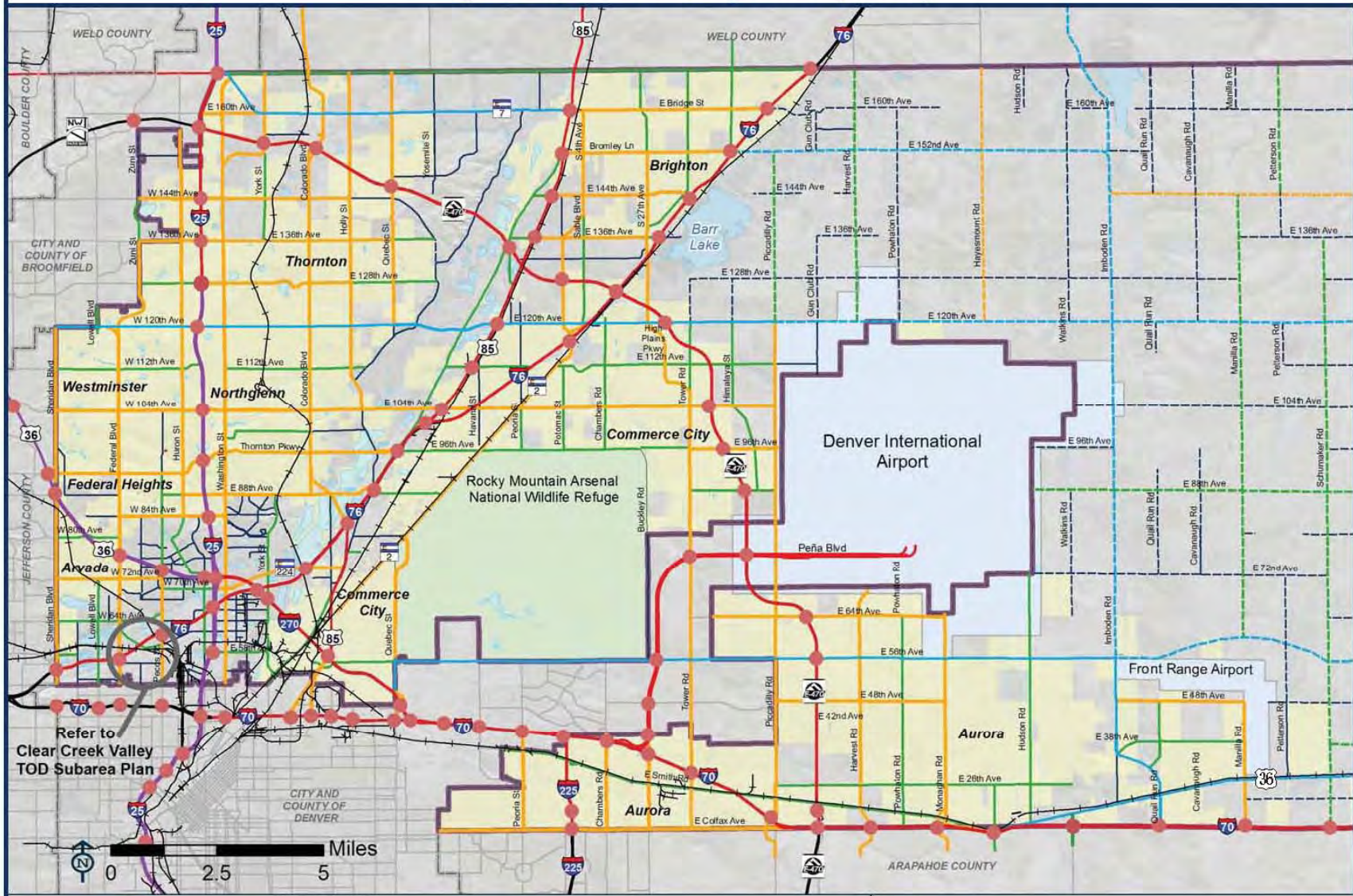
- The Philosophy of Impact Fees
  - Why Impact Fees?
- Overview of the Adams County Program
  - Enabling Authority C.R.S. §29-20-104.5
  - Adams County TIF Program
- Current 50% Discount for Non-Residential Fees
- Opportunities to Evolve Program
  - Staff assessment and recommendations to Board January 2016

# Why Impact Fees?

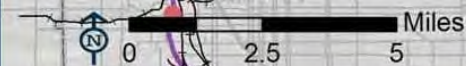
1. Development paying its way.
2. Impact fees can only be used for growth-related capacity projects on the county's major road system identified on the transportation plan.



# Figure 6a. Roadway Plan (West)



Refer to Clear Creek Valley TOD Subarea Plan



Map Date: Sep 2012  
 Map Created By: Felsburg, Holt & Ullevig  
 Data Source: Adams County GIS  
 Adams County Planning and Development Department  
 4430 South Adams County Parkway 1st Floor, Suite W2000A  
 Brighton, CO 80601  
 720.523.6800

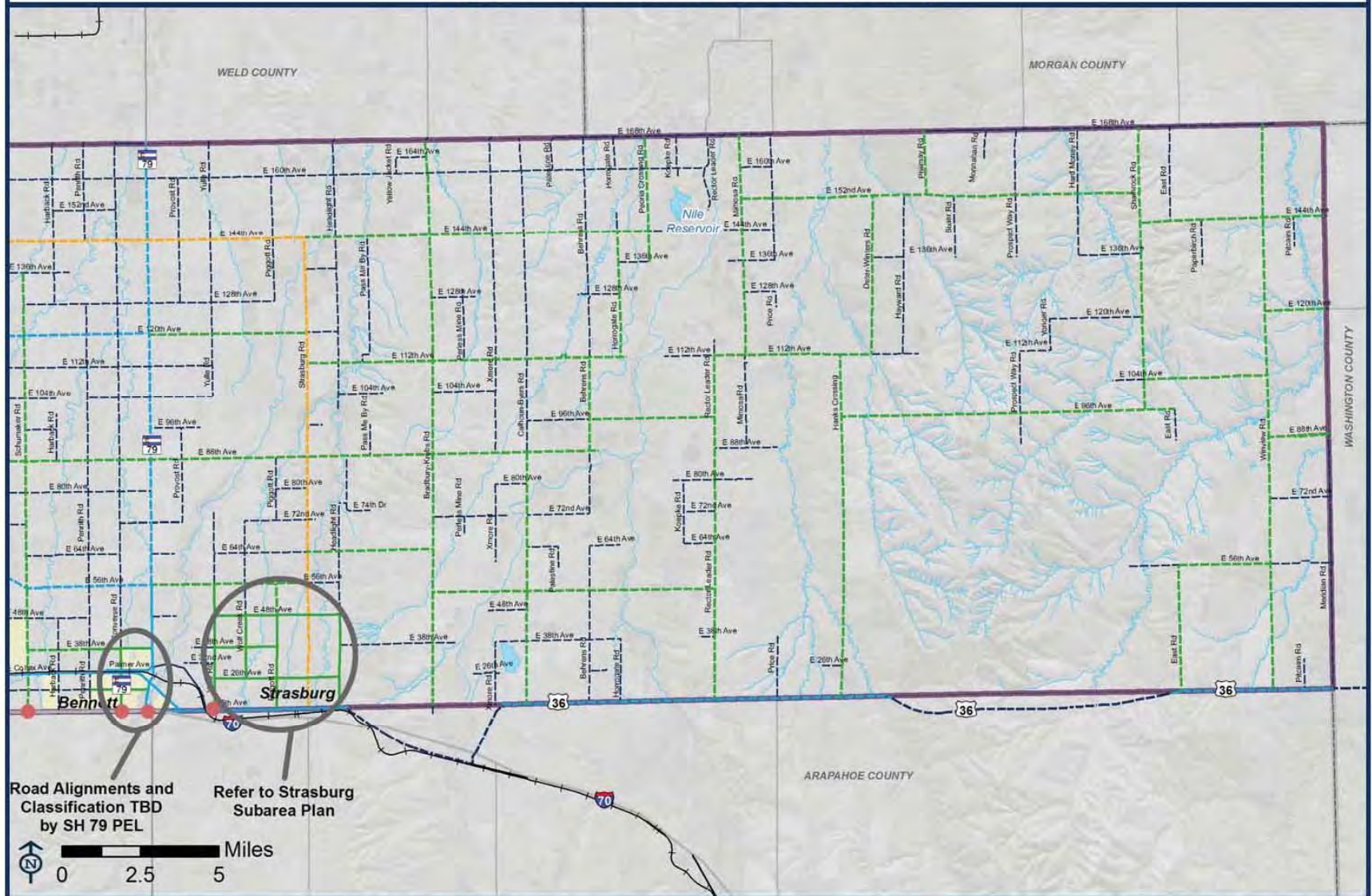
Disclaimer: Although every reasonable effort has been made to ensure the accuracy of the information provided on this map, Adams County cannot be responsible for consequences resulting from omissions or errors in the information and graphic representations made herein. Users should consult with the Adams County Planning Department to ascertain whether any modifications have been made since the publication of this material.

Legend	
	Freeway/Tollway
	Freeway with Managed Lanes
	Interchange
	Rural Major Arterial
	Minor Arterial
	Regional Arterial
	Rural Regional Arterial
	Major Arterial
	Rural Arterial
	Collector
	Rural Collector



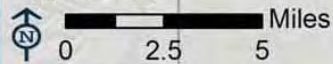


# Figure 6b. Roadway Plan (East)



Road Alignments and Classification TBD by SH 79 PEL

Refer to Strasburg Subarea Plan



Map Date: Sep 2012  
 Map Created By: Felsburg, Holt & Ullevig  
 Data Source: Adams County GIS  
 Adams County Planning and Development Department  
 4430 South Adams County Parkway 1st Floor, Suite W2000A  
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Legend	
	Freeway/Tollway
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	Regional Arterial
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	Major Arterial
	Rural Major Arterial
	Minor Arterial
	Rural Arterial
	Collector
	Rural Collector
	Interchange





# Overview of the Adams County Traffic Impact Fee Program

- Enabling Legislation:

**C.R.S. §29-20-104.5 (1)**

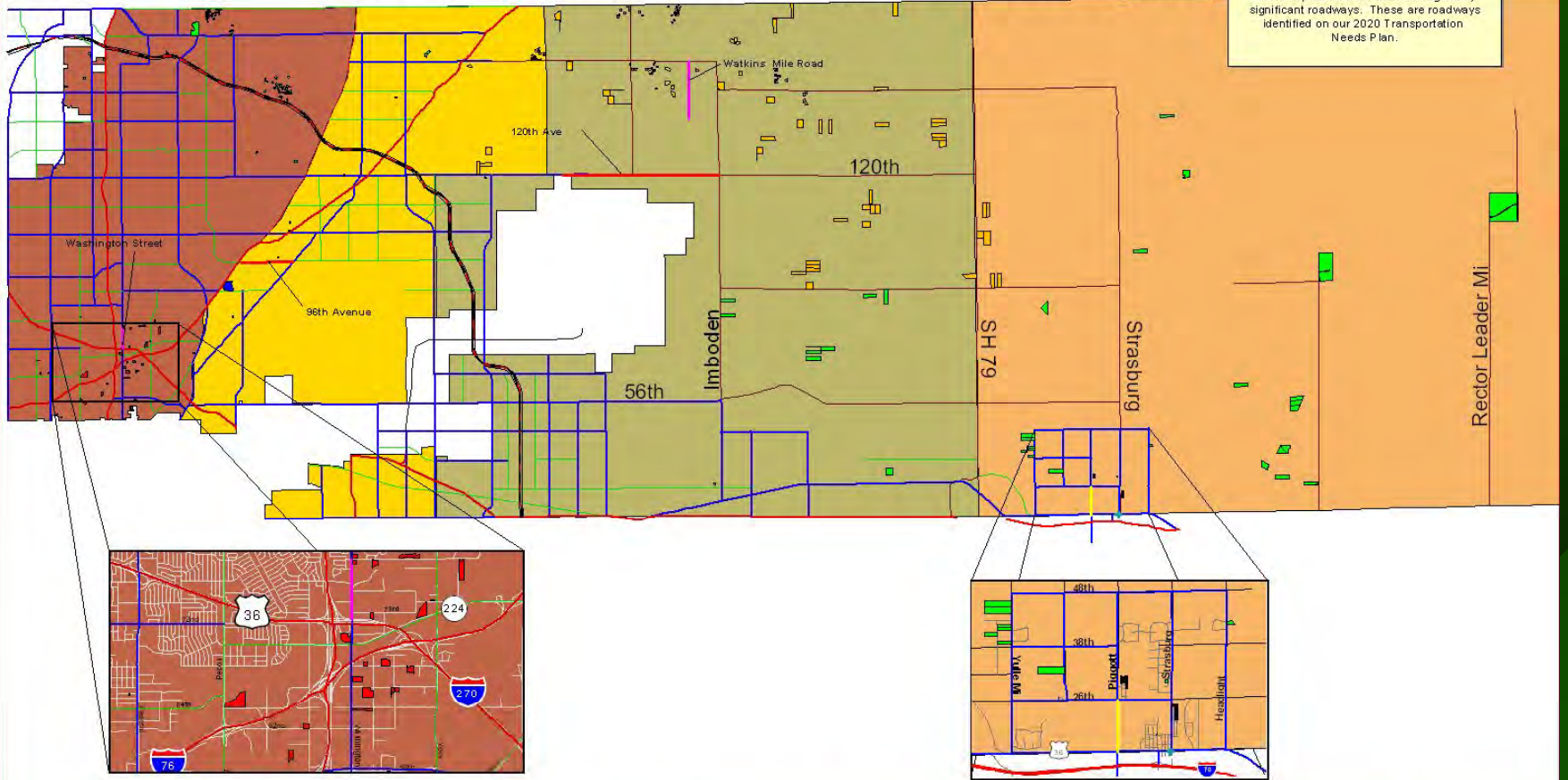
**“...Pursuant to the authority granted in section 29-20-194 (1) (g) and as a condition of issuance of a development permit, a local government may impose an impact fee or other similar development charge to fund expenditures by such local government on capital facilities needed to serve new development...”**

# Overview of the Adams County Traffic Impact Fee Program

- Sensitive to the increased cost to development:
  - The methodology used generally underestimates the full cost of growth and is both conservative in its assessment and legally sound.
  - Our Fee Schedule is less than what was recommended in the Transportation Finance Study (i.e., \$1515 per service unit compared to the \$1184/service unit).
- Current Fee Schedule
  - Our Fee Schedule is 15 years old and the costs associated with the construction of the planned improvements have increased.
  - The formula used to calculate the TIF also assumes greater state and federal dollars for the projects, such as 104<sup>th</sup> Avenue, 120<sup>th</sup> Avenue, etc.
- Because of these factors, coupled with growth-related demands on our transportation system for maintenance, rehabilitation, etc., less dollars are available for capacity-related projects.

# Adams County Traffic Impact Fee Program

Traffic impact fees are used on regionally significant roadways. These are roadways identified on our 2020 Transportation Needs Plan.



## Collection Area Balances

- \$148,855.83
- \$6,396.28
- \$15,174.88
- \$222,082.67

## Fee Projects

- Developer Installed
- Being Considered
- Programmed
- Funding Earmarked

## TIF Funds Collected By Proposed 2006 Projects

- 96th Avenue Widening Project
- Washington Phase II
- 120th Trussville to Imboden
- Unallocated TIF Monies

## 2020 Transportation Needs Plan

- E-470/NW Parkway
- Expressway
- Freeway
- Pena Blvd
- Minor Arterial
- Principal Arterial
- Rural Arterial
- Section Line Arterial



# Comparing Adjacent Jurisdictions' Fee Schedules

Land Use Type	Adams County	Weld County	Jefferson County
<b>Residential</b>			
***SF-Detached	\$1,599.07	\$1,987.00	\$1,682.50
Multi-Family	\$983.13	\$1,377.00	\$1,185.00
Mobile Home Park	\$888.37	\$996.00	
Hotel/Motel Room	\$1,018.67	\$1,497.00	\$1,347.00
<b>Retail Commercial</b>			
Shopping Ctre - < 100,000 SF	\$5,460.52	\$3,182.00	\$3,100.00
Shopping Ctre - 100,000-249,999		\$3,059.00	
Shopping Ctre - 250,000-499,999		\$2,934.00	
*Shopping Ctre - 100,000 - <500,000 SF	\$4,264.18		\$3,100.00
Shopping Ctre - 500,000 - 1 million SF	\$3,648.24	\$2,686.00	\$3,100.00
Shopping Ctre - > 1 million SF	\$3,245.52	\$2,686.00	\$3,100.00
Auto Sales	\$3,979.90	\$2,130.00	
Auto Service/Repair	\$3,979.90	\$1,470.00	
Bank	\$13,100.51	\$8,298.00	
Bldg Materials/Hardware/Nursery	\$5,744.80	\$0.00	
Convenience Store	\$7,592.61	\$7,203.00	
Discount Store	\$5,436.83	\$2,722.00	
Furniture Store	\$639.63	\$528.00	
Movie Theater		\$4,524.00	
Restaurant, Fast Food	\$15,351.05	\$8,172.00	
Restaurant, Sit Down	\$10,660.45	\$3,963.00	
Drinking Place (including gentleman's clubs)	\$24,496.96		
<b>Office Institutional</b>			
**Office, General	\$2,357.14	\$2,430.00	\$2,080.00
Office, General (100,000 SF +)		\$2,068.00	
Office, Medical	\$5,792.18	\$5,125.00	
Office, Single Occupant	\$2,711.36	\$0.00	
Hospital	\$1,456.93	\$2,380.00	
Nursing Home	\$568.56	\$666.00	
Church/Synagogue/Mosque	\$1,042.36	\$1,126.00	\$1,050.00
Day Care Center	5,010.41	3,133.00	
School	888.37	490.00	
<b>Industrial</b>			
General Light Industrial	1,551.69	1,618.00	890.00
Warehouse	3,866.21	1,149.00	890.00
Mini-Warehouse	414.57	333.00	370.00
Agricultural Commercial		509.00	
*Weld County average between 100,000-249,999 and 250,000-499,999			
**Weld County average between 0-99,999 - 100,000 +			
***Jefferson County splits SFD into two categories -- =<2 garages and 3+ garages. Amount is average			

# The Formula

$$\text{Impact Fee} = \text{VMT} \times \text{NET COST}$$

Where:

VMT = TRIPS x % NEW x LENGTH / 2

NET COST = **COST** x STATE – CREDIT

Where:

- **VMT** = Vehicle-miles of travel placed by the development on the County arterial system during the PM peak hour.
- **TRIPS** = Peak hour trip ends during PM peak of adjacent street traffic.
- **% NEW** = Percent of trips that are primary trips.
- **LENGTH** = Average length of a trip on County arterial system
- $\div 2$  = Avoid double-counting trips for origin and destination
- **COST = Average cost to create a new vehicle-mile of capacity based on planned improvements in Transportation Plan**
- **STATE** = Reduction factor to account for VMT on non-freeway state arterials as percent of total VMT on non-freeway arterials in County.
- **CREDIT** = Revenue credit per VMT, based on net present value over 20 years of historical average annual capacity-expanding road expenditures per total existing County arterial VMT.

# Overview of the Adams County Traffic Impact Fee Program

**2000 – Assess fees through the subdivision process.**

**2001 – Additional enabling legislation allowing fees assessments on ALL growth-generating development**

**2005 – All non-residential fees assessed and then discounted 50%**

# Overview of the Adams County Impact Fee Program

TIF revenue received through September 2015

Year	TIF Revenue (Actual)
2002	\$ 199,722
2003	1,101,764
2004	1,265,199
<b>2005</b>	<b>912,803</b>
2006	761,041
2007	387,000
2008	144,508
2009	154,737
2010	120,623
2011	115,682
2012	170,731
2013	352,900
2014	485,587
2015	924,352
<b>Total</b>	<b>\$ 7,096,648</b>



# Overview of the Adams County Impact Fee Program

**Traffic Impact Fees Collected as of 9/30/2015**

**\$7,096,648**

**Benefit Area: Entire County**

**Identified Improvements Eligible for TIF: 2035 Road Network Plan**

**Projects using TIF funds:**

- **Washington Street**
- **Pecos Grade Separation**
- **Watkins Road**
- **120<sup>th</sup> Avenue**
- **168<sup>th</sup> Avenue**
- **Imboden Road**



# 50% Discount for Non-Residential Fees

**Direction Requested:**

**Is there interest in removing the 50% discount  
on non-residential fees?**

# Opportunities to Evolve the Program --

*Board ideas on what staff should include in the evaluation...*

## **Possible Changes:**

1. Update Fee Structure
  - Update to current construction costs
  - Propose indexing schedule to automatically increase fees annually.
2. Pros & cons to formalizing benefit areas
3. Adjust fees to reflect goals and objectives of specific benefit areas.
  - Southwest planning area – promote in-fill development
  - Potential higher fee structure for development in semi-urban/rural areas.
4. Consider multi-modal projects?



Additional Questions?